

1 UNITED STATES DISTRICT COURT  
2  
3 SOUTHERN DISTRICT OF NEW YORK

4 -----x

5 FASHION LEAF GARMENT CO., LTD. And  
6 CTR HOLDINGS LLC,

7 Plaintiffs,

8 -against- C.A. No.  
19-cv-03381-ALC-BM

9 RINGER JEANS, LLC, RINGER JEANS APPAREL, LLC,  
10 RINGER JEANS, LLC, NEW AGE BRANDING, LLC,  
11 E-Z APPAREL, LLC, ESSENTIALS NEW YORK, LLC,  
12 ESSENTIALS NEW YORK APPAREL, LLC,  
13 LIMITED FASHIONS, LLC, GABRIEL ZEITOUNI  
14 and CHARLES AZRAK,

15 Defendants.

16 -----x

17 ANHUI GARMENTS IMPORT & EXPORT CO., LTD.,

18 Intervenor Plaintiff,

19 -against-

20 NEW AGE BRANDING LLC and LIMITED FASHIONS, LLC

21 Intervenor Defendants.

22 -----x

23 ZOOM TELECONFERENCE

24 OCTOBER 14, 2022

25 12:02 P.M.

**EXAMINATION OF CHARLES AZRAK**

**EXAMINATION OF CHARLES AZRAK,** one of  
the Defendants in the above-entitled action,  
held at the above date and time, pursuant to  
Order, taken before Olga Raptis, a Reporter  
and Notary Public within and for the State of  
New York.

A P P E A R A N C E S:

HOGAN & CASSELL, LLP.

Attorneys for Defendant

500 North Broadway

Suite 153

Jericho, New York 11753

BY: MICHAEL CASSELL, ESQ.

GOLDBERG, WEPRIN, FINKEL, GOLDSTEIN, LLP

Attorneys for Defendants and

Intervenor Defendants

1501 Broadway

Suite 22

New York, New York 10036

BY: KEVIN J. NASH, ESQ.

(Continued on next page.)

(Appearances continued:)

KING & WOOD MALLESONS

Attorneys for Intervenor Plaintiff

500 Fifth Avenue

Suite 50

New York, NY 10036

BY: VINCENT FILARDO, JR., ESQ.

CHARLES WIZENFELD, ESQ.

S T I P U L A T I O N S

IT IS HEREBY STIPULATED AND AGREED  
by and between the attorneys for the  
respective parties herein, that filing,  
sealing and certification be and the  
same are hereby waived.

IT IS FURTHER STIPULATED AND AGREED  
that all objections, except as to the  
form of the question shall be reserved  
to the time of the trial.

IT IS FURTHER STIPULATED AND AGREED  
that the within deposition may be signed  
and sworn to before any officer authorized  
to administer an oath, with the same force  
and effect as if signed and sworn to before  
the Court.

That a copy of this examination shall  
not be furnished without charge to the  
attorney representing the witness  
testifying herein.

C H A R L E S        A Z R A K,

the witness herein, having been  
first duly sworn by a Notary Public  
of the State of New York, was  
examined and testified as follows:

BY THE REPORTER:

Q.     Please state your name for the  
record.

A.     Charles Azrak.

Q.     Please state your address for the  
record.

A.     1888 Ocean Parkway, Brooklyn,  
New York 11223.

MR. CASSELL: My name is  
Michael Cassell. I'm the attorney  
for the plaintiffs in this matter.

I'm going to be conducting  
your deposition virtually today.  
I'm going to give you some  
instructions.

Since we have a court  
reporter here, I'm going to ask  
that all of your answers be verbal  
and that we do not talk at the same

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

7

time.

Do you understand that?

THE WITNESS: Yes, sir.

MR. CASSELL: If you're  
confused by a question, please tell  
me and I will rephrase the  
question.

If you need a break at any  
time, please tell us so.

You're entitled to a break  
other than when a question is  
pending.

Do you understand that?

THE WITNESS: Yes, sir.

EXAMINATION BY

MR. CASSELL:

Q. Are you presently taking any  
medication that would affect your ability to  
testify?

A. No, sir.

Q. Have you ever been convicted of a  
crime?

A. No, sir.

Q. Have you ever been deposed before?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

8

A. Yes, sir.

Q. How many times have you been  
deposed before?

A. One time.

Q. What was the nature of that  
deposition?

A. We were pulled into a third party's  
involuntary bankruptcy and I was a witness.

Q. When you say "we," who is the "we"?

A. Myself and my father.

Q. Was that on behalf of a company?

A. We were pulled in as a suspected  
successor company to a prior -- to a  
different company. It was a very strange  
matter, honestly.

Q. What was the year of that  
approximately?

A. If I recall, about 2010 or 2011.

Q. Other than this lawsuit, have you  
been involved in any other lawsuits, other  
than the bankruptcy?

A. Corporately, yes.

Q. How many other lawsuits?

A. I believe I have one right now.



1 *Charles Azrak* 9

2 Q. What is the nature of that lawsuit?

3 A. A small claim.

4 Q. Just a small claims matter?

5 A. I believe so.

6 Yes, I think that's what it is.

7 Q. How many corporations do you  
8 presently have an ownership interest in? And  
9 what I mean by that, I mean let's say more  
10 than 10 percent.

11 A. Currently, three.

12 Q. What are the three companies?

13 A. Ringer Jeans LLC, which is this  
14 one; Selvo (phonetic) Partners Group, LLC;  
15 RJ Vintage LLC.

16 Q. What is the nature of the business  
17 of RJ Vintage LLC?

18 A. It is a menswear wholesale apparel  
19 company.

20 Q. What is your ownership interest in  
21 RJ Vintage LLC?

22 A. 99 percent.

23 Q. Your wife is the other 1 percent?

24 A. Yes, sir.

25 Q. When did you first have an

Charles Azrak

10

ownership interest in RJ Vintage LLC?

A. It was opened in, I don't really recall which year it was. I think it was 2021, early 2021.

Q. When did you first have an ownership interest in Ringer Jeans LLC?

A. Ringer Jeans was purchased in 2019.

Q. What is the nature of the business of Ringer Jeans, LLC?

A. Ladies wholesale clothing.

Q. Do you know the estimated sales of Ringer Jeans for 2019?

MR. NASH: Objection to form.

"Do you know"; is it the actual or can he estimate what the sales were? What is your question?

BY MR. CASSELL:

Q. What are the sales, total sales for Ringer Jeans for 2019?

A. Offhand, approximately \$15 million, something around there, maybe a little less.

Q. What about in 2018? I know you didn't have an ownership interest, but you

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

11

were affiliated with Ringer Jeans in 2018,  
correct?

A. Yes, sir.

Q. Do you know what the sales were in  
2018?

A. I believe just over 20 million.

Q. How about in 2020, do you know what  
the sales were?

A. I believe 10 million.

Q. What about in 2021?

A. About 14 million.

Q. Does Ringer Jeans LLC have any  
major customers they do business with?

A. Yes, sir.

Q. Who are the major customers, let's  
say in 2018?

A. In 2018 it was primarily Marshalls  
and T.J. Maxx markets.

Q. Are Marshalls and T.J. Maxx the  
same company?

A. Yes, sir.

Q. What about in 2019?

A. Also Marshalls and T.J. Maxx.

Q. I know we'll get into at some point

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

12

the issue that brings us to this lawsuit, but was that throughout 2019 or did that change at some point in time?

A. I'm sorry, sir. I don't understand the question.

Q. Sure.

We will get into the issues, the disputed issue here which, based upon the e-mails I see, sort of came to a head in February of 2019.

So my question is, did Marshalls, T.J. Maxx remain a primary customer of Ringer Jeans throughout the entire calendar year of 2019?

A. In the beginning, yes, and then tailed off greatly after that for the remainder of the year.

Q. How about in 2020, who were Ringer Jeans' primary customers?

A. Ross Stores became a primary customer and Marmaxx still to a lesser extent, but still there.

Q. What about in 2021, who were the major customers?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

13

A. Ross, Marmaxx and Burlington stores.

Q. Presently, major customers for Ringer Jeans?

A. Ross is the top customer followed by Burlington stores and Marmaxx.

Q. Are you familiar with the entity Ringer Jeans Apparel LLC?

A. So Ringer Jeans Apparel LLC was a new company which was created by the prior owner of Ringer Jeans along with Mr. Zhao in order to, I believe, start their partnership within a new entity.

Q. To your knowledge, was that entity created?

A. Created, yes.

Q. To your knowledge, was business ever done under the name Ringer Jeans Apparel, LLC?

A. I don't believe so.

Q. Who was the old -- you said "owner of Ringer Jeans."

Was that Gabriel Zeitouni?

A. Yes, sir.

Charles Azrak

14

1  
2 Q. Just so I'm clear, was it your  
3 understanding that Ringer Jeans that -- and  
4 correct me if I'm wrong -- that Ringer Jeans  
5 Apparel LLC was formed to be a partnership  
6 between Gabriel Zeitouni and Alex Zhao?

7 A. Yes.

8 And my understanding was that  
9 Mr. Zhao didn't want any potential  
10 liabilities affiliated with the Ringer Jeans  
11 company. So the original thought was to  
12 create a new company.

13 Q. I'll discuss later on an asset  
14 purchase agreement.

15 Have you seen that document before?

16 A. I don't recall honestly.

17 Q. Did you have any involvement with  
18 the dealings between Gabriel and Alex  
19 relating to Ringer Jeans Apparel LLC?

20 A. I introduced them. I introduced  
21 one to the other. I was involved in the  
22 beginning of them forming a partnership, but  
23 I was not involved in the details like that.

24 Q. Were you supposed to have a role in  
25 Ringer Jeans Apparel, LLC?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

15

A. I was to continue my same role that I had in Ringer Jeans and just continue forward.

Q. For the record, as I understand it, this was on or about early 2018.

Is that your understanding, when Ringer Jeans Apparel LLC was supposed to get up and running?

A. That -- my recollection would be more towards the middle of the year, but that makes sense.

Q. So, in 2018, at that timeframe, let's say first half of 2018, what was your role at Ringer Jeans LLC?

A. I worked as a consultant, basically managed the day-to-day operations and reported to the owners.

Q. To your knowledge, did Ringer Jeans Apparel, LLC ever do any business?

A. To my knowledge, no. I do not believe it ever actually operated.

Q. Do you know why Ringer Jeans Apparel LLC never got quote/unquote "got off the ground"?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

16

A. I don't. I do know that it was a conversation between Mr. Zeitouni and Mr. Zhao.

Q. What is your understanding as to that conversation? What was discussed?

A. I am unaware specifically.

Q. Do you know generally?

A. I believe, generally, that it was more difficult to change all sales orders with customers and all purchases and import documents into the new company. So they decided to just make it a little bit simpler and keep it in the existing entity.

Q. And the existing entity was Ringer Jeans, LLC?

A. Yes, sir.

Q. Are you familiar with a company New Age Branding, LLC?

A. Yes.

Q. Do you have any ownership interest in New Age Branding, LLC?

A. My father does.

Q. What is his ownership interest?

A. I believe he owns -- you know what?



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

17

I'm not entirely sure of what the ownership breakdown is.

Q. To your knowledge, he is one of the owners of New Age Branding LLC?

A. Yes.

Q. Are you familiar, do you know of any other owners of New Age Branding LLC?

A. I'm not certain if I'm listed in the operating agreement or if my brother is. That is why I'm not so certain on that.

Q. What is the business of New Age Branding LLC?

A. It was a wholesale apparel company that has not operated since approximately 2012.

Q. To your knowledge, it went out of business in 2012?

A. It ceased operations.

Q. Where was it located, its principal place of business?

A. I'm not sure.

Q. Do you know if it has any affiliations to Ringer Jeans?

A. Based on -- it truly doesn't.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

18

Q. Do you know if it ever operated at the same location?

A. It never has.

Q. Has your father ever done any work for Ringer Jeans LLC?

A. No, sir.

Q. The next defendant is E-Z Apparel LLC.

Are you familiar with that company?

A. Yes.

Q. What is your familiarity with that company? What do you know about it?

A. It is owned by Mr. Zeitouni.

Q. It is still owned by him?

A. Yes, sir.

Q. Do you know what the nature of the business of E-Z Apparel is?

A. Also wholesale.

Q. Do you know why Mr. Zeitouni set up multiple companies, meaning E-Z Apparel, Ringer Jeans? Do you know why there's multiple companies?

A. Yes, because different companies held different property licenses.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

19

Q. What do you mean by "property licenses"?

A. Like branding licenses with different licensed stores.

So it's very common in the industry that licensed stores do not allow the entities to hold multiple different licenses. So people set up --

Q. So for Ringer Jeans it would hold a license to create products for T.J. Maxx, for example?

A. Not for a specific retailer, but it did have a proprietary license for a brand called Max Jeans which is not affiliated with T.J. Maxx, per se. It's owned by Leon Max which is a separate brand.

Q. Where were Max Jeans sold primarily?

A. Like we said before, to Marmaxx and -- primarily Marmaxx and later on a little bit to Ross stores.

Q. I don't know the business as well you, are Ross stores affiliated at all with T.J. Maxx?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

20

A. No, they're a direct competitor.

Q. But I can go into Ross stores and there will be Max Jeans sold there?

A. Not today, in those days.

Q. So E-Z Apparel, do you know what licenses it held?

A. At that time, I don't recall specifically at that time what it held, what it actually held.

Q. When you say "at that time," you mean 2018/2019? Is that what you're talking about?

A. Yes, sir.

Q. What about presently, is E-Z Apparel still operating?

A. Yes.

Q. It is still owned by Mr. Zeitouni?

A. Yes.

Q. Does it operate at the same office where Ringer Jeans is located?

A. Different floor.

Q. What is the operating location of Ringer Jeans?

A. Today or then? It depends when.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

21

Q. That's a good point. Let's go  
2018/2019 time period.

A. 148 W. 37th Street in New York on  
the 7th floor.

Q. Where was E-Z Apparel located  
during that time period?

A. 148 W. 37th Street on the 10th  
floor.

Q. Did E-Z Apparel and Ringer Jeans  
share employees?

A. No.

Q. What is the company Essentials  
New York, LLC? What is that company?

A. A different company owned by  
Mr. Zeitouni.

Q. Where was that located in  
2018/2019?

A. The same floor, same location as  
the E-Z Apparel company.

Q. Did it share employees?

A. No.

Q. If I understand correctly,  
Essentials New York had certain licenses that  
were different than Ringer Jeans?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

22

A. Yes, sir.

Q. Do you know what named licenses Essentials New York LLC held in 2018/2019?

A. Yes. 2018/2019 it had licenses for, oh that's what it was, it was a brand called Fly Society.

Q. When you say, "It held a license for Fly Society," what percentage of the business would be making goods under that license?

A. I couldn't tell you. I was not involved in the day-to-day.

Q. Do you know whether or not it would be almost the majority or you just have no idea?

A. I really couldn't tell you.

Q. Have you ever had any ownership interest in Essentials New York, LLC?

A. No, sir.

Q. Have you ever worked for that company?

A. Yes, sir.

Q. In what capacity did you work for Essentials New York, LLC?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

23

A. I was a consultant for that company. I managed the relationship with the lenders.

Q. What about E-Z Apparel, LLC, did you ever do any business with that company?

A. Not directly, no.

Q. The next company, Essentials New York Apparel, LLC, do you know what that company is?

A. No.

Q. Is that an actual company, to your knowledge?

A. I don't believe so.

Q. Limited Fashions, LLC, what is that company?

A. That is also a company that is, I'm not certain of the exact operating agreement structure, but it's owned by myself and my father, I believe.

Q. What is the main business of the company?

A. It was a wholesale company that ceased operating in also about 2011.

Q. Where was that located when it

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

24

ceased operations?

A. I believe it was 1384 Broadway.

Q. Are you aware of the nature of the allegations in this complaint regarding an allegation that goods was sent to T.J. Maxx that were defective?

A. Yes, sir.

Q. Are you aware as to where those goods are manufactured?

A. What country, yes. Yes. Yes.

Q. Have you seen the purchase orders for the goods at issue in this case?

A. Some of them, yes.

Q. Do you know what company specifically, we've gone over multiple companies now, ordered the goods that are at issue in this case?

A. That's -- well --

MR. NASH: I'm going to object to the question.

You want him to give a narrative as to why there is multiple companies or multiple purchase orders? Is that what



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

25

you're looking for, Mike?

MR. CASSELL: Yes. He can  
answer it at the same time, yes.  
Correct.

Yes, that is really the  
question.

MR. NASH: I'll help you  
out, Mike.

BY MR. CASSELL:

Q. Yes.

What is your understanding as to  
why there's multiple companies with the  
purchase orders?

A. When we first started issuing  
purchase orders --

Q. I'm sorry. Try to use pronouns  
only because it gets confusing.

A. I'm sorry. I'm sorry.

So when Ringer Jeans starting  
issuing purchase orders to Mr. Zhao's  
company, we were -- I'm sorry for the  
pronouns -- he later asked us if he had other  
entities that we owned, operating or not. So  
we gave him those, the names of those

Charles Azrak

26

companies.

My understanding is that those were later adjusted and sent out to China-based suppliers using the names of those other companies as well.

Q. Let me see if I can break this down.

Who actually creates the purchase orders? Is that created on your end?

A. The initial purchase orders come directly from an ERP system, an inventory system in our office. And our poll is extracted in PDF form and forwarded to, in this case, Mr. Zhao's team, to the supplier.

Q. I don't know the business that well, but just correct me if I'm wrong.

At some point, let's say in fourth quarter 2018, Ringer Jeans wants, let's say, ladies jackets to provide to T.J. Maxx.

Is that something that was done?

A. Yes.

Q. How does Ringer Jeans know generally how much or what quantity of ladies jackets it would need for the fourth quarter

Charles Azrak

27

2018?

A. A combination.

So based on the relationship we had at that time with Marmaxx who was the -- almost all of the business at that time, they would order a certain amount and then we would work on a replenishment planned program together as well. So we would buy the initial purchase plus enough to cover that replenishment program.

Q. And then, correct me if I'm wrong, Ringer Jeans would reach out to Mr. Zhao to manufacture specific types of, let's say, clothing for Ringer Jeans?

A. Yes.

Q. Ringer Jeans would issue the purchase orders for those garments?

A. Yes.

Q. How did that come about? You started explaining it.

But at some point Mr. Zhao requested the purchase orders be changed?

A. I don't recall if he had requested that we change them or if he actually changed

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

28

them.

Q. Do you know, sitting here today -- please don't tell me anything you've ever discussed with your attorney, but I do want to know, sitting here today, if you know why he requested that change?

A. I believe I know why. I don't want to make an accusation. But I believe I know why.

Q. What is your understanding?

THE WITNESS: Kevin, it's okay for me to answer that question.

MR. NASH: Yes, yes.

THE WITNESS: Okay. I don't know.

I don't want to hurl anything that I shouldn't.

A. My understanding and belief, it was done by Mr. Zhao in order to apply for credit insurance while exporting out of China, and there was a limited amount of credit he was able to get to receive on Ringer Jeans. So he adjusted it in order to be able to apply

Charles Azrak

29

for credit using these additional entities.

BY MR. CASSELL:

Q. Irrespectively what's in the purchase orders, was the process actually ever changed? In other words, all the goods that are at issue in this case, were they always ordered by Ringer Jeans that actual entity, or was some of these goods actually ordered by another entity in the case?

A. It was all Ringer Jeans.

Q. And all the goods were -- now just to complete the picture of the process, after the goods are manufactured, where are they sent?

A. After they're manufactured --

Q. Sorry, from China.

Where do they go from China manufactures to where?

A. They would be shipped to our, that we were using at the time, we were working with a third party warehouse in California. So they are delivered there.

Q. What is the name of that warehouse?

A. Prompt L.A.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak* 30

Q. Were all of the goods, irrespective of what's on the purchase orders, were all these goods shipped to Prompt L.A.?

A. What was delivered, yes.

Q. From Prompt L.A. where would the goods then go? Did they go to the East coast at some point?

A. The goods that are sold and shipped are picked up and sent to the distribution centers for the customers. I do not necessarily know what cities those distribution centers are located in.

MR. NASH: Mike, Mike, he's asking you -- explain in detail, if you can, the process, how it leaves China, goes on a boat, what happens when it lands in L.A., where it goes in L.A. and who picks it up.

A. Sure.

The relationship we had with Mr. Zhao's company was that they were a delivery-duty paid supplier.

What that means is they are responsible for producing, inspecting,

Charles Azrak

31

exporting, they pay the freight course from China to the United States, they actually file for duty purposes with customs, they pay the duties directly and are also responsible for the domestic freight in order to have the containers delivered to the third party warehouse.

Once they deliver the sold units, we reach out to the customers' designated trucking company in order to schedule a pickup of their ordered merchandise.

Q. How long has Ringer Jeans been doing business with Alex Zhao?

A. I believe it was -- correct me if I'm wrong -- I believe it started in 2018. Is that correct? And it went through 2019, the beginning.

Q. To your knowledge, when did Ringer Jeans first start with Alex Zhao? You said 2018.

Do you know what month or what year?

A. I don't recall exactly, but it was somewhere, I believe, in the middle of 2018.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

32

Q. Do you know if Mr. Zhao had been doing business with any of the other companies that we've named in this case, New Age Branding or E-Z Apparel at any point in time?

A. He was not.

Q. Do you know how Ringer Jeans first got in contact with Mr. Zhao?

A. Yes. I had introduced Mr. Zhao to Mr. Zeitouni.

Q. How were you first familiar with Mr. Zhao?

A. We met through a mutual acquaintance and had a lot of conversations regarding him, Mr. Zhao employing me to manage his United States based company which he had.

Q. What was your understanding of his United States based company?

A. It was a company called Color Tree. I'm not sure if it's still operational. But it was a company called -- and it was a ladies' wholesale manufacturing company.

Q. When did you first meet with



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

33

Mr. Zhao?

A. I believe it was the end of 2017  
for the first time.

Q. When was the last time you spoke to  
Mr. Zhao?

A. I would say it's the middle of  
2019.

Q. So you haven't spoken to him in the  
past two years now?

A. No, no.

Q. Past three years? No?

A. No, sir.

Q. Let's go back to let's say 2017.  
What company were you working for,  
or companies, in 2017?

A. 2017, Ringer Jeans.

Q. How long have you worked in the  
garment business?

A. Since I graduated high school.

Q. What year did you graduate high  
school?

A. I graduated in 2004.

Q. What was your position at Ringer  
Jeans in 2017?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

34

A. I was a consultant.

Q. You said your dad is also in the garment industry?

A. Was. Not for a long time now.

Q. Did you ever work for him at any point in time?

A. Yes. We owned a company together.

Q. In 2017, how big was Ringer Jeans as far as employees?

In other words, how many employees were there; do you know?

A. I cannot recall, but it was not small. I can't recall.

Q. In 2017, Mr. Zeitouni owned Ringer Jeans?

A. Yes, sir.

Q. You were based in New York City?

A. Yes, sir.

Q. Do you know how many consultants were from Ringer Jeans in 2017?

A. I could not tell you exactly.

Q. At some point in time, did your position at Ringer Jeans change after 2017?

A. I purchased the company in --

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

35

well, when I purchased the company, it changed.

Q. Just prior to the purchase, were you still a consultant?

A. Yes.

Q. Was there an organizational chart? I mean, do you know how high up on the chain of command you were or you don't know?

A. I was probably -- when it came to purchases and sales, I was just, it was me reporting directly to ownership.

Q. Do you know how many consultants reported to ownership in calendar year 2018?

A. I couldn't tell you.

Q. How did it come about that you became the owner of Ringer Jeans?

A. When this whole mess -- effectively the loss of the largest customer that the company had, I was kind of pressured by Mr. Zeitouni in order -- I was pressured to basically buy the company and take over the liabilities.

Q. Did Mr. Zeitouni blame you for the situation?

Charles Azrak

36

1  
2 A. Basically.

3 Q. The documents that I have seem to  
4 indicate that the purchase is dated as of  
5 January 2019.

6 So my question is, did you have  
7 Mr. Zeitouni about purchasing the company  
8 prior to February 2019?

9 A. The company was purchased, yes it  
10 was purchased in early 2019. It was done  
11 very, very, very, very quickly. It was done  
12 in a matter of weeks.

13 Q. I guess my question is a little  
14 different. We will go through the e-mails.

15 Based upon the e-mails that I have  
16 seen, the first e-mail addressing an issue is  
17 February 11, 2019?

18 Are you familiar with the specific  
19 time frame at issue in this case?

20 A. Yes, yes. I understand.

21 Q. Did you have discussion with  
22 Mr. Zeitouni about purchasing the business  
23 prior to those e-mails?

24 A. No. Our deal, the actual deal of  
25 purchasing the company commenced in April of

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

37

that year. It was actually back-dated for a lot of different reasons with our lender to the start of the year.

Q. It looks to me like the deal is signed in May of 2019.

Is that consistent with your recollection?

A. I said April, but May could be as well.

Q. But the deal is effective as of January 2019 and you started to testify -- why is it dated as of January?

A. It was a probe, and I don't recall exactly what the problem was. It was our logistical issue with our lenders at that time.

Q. Just so I'm clear, the discussions about purchasing the business first arose after these issues that are related to this case?

A. Yes.

Q. Is it your understanding that but for the issues in this case Mr. Zeitouni would not have sold the business?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

38

A. Not to me and not in that type of a sale.

Q. Are the details of the sale confidential at all?

A. No.

Q. How much did you purchase the business for?

A. Effectively, nothing. The deal was I would have to take over, I would have to replace his equity in the company and assume any liabilities with the lenders.

Q. Was that done in the equity portion?

A. Yes.

Q. What about assuming liability with the lenders, was that done?

A. Yes.

Q. To what extent did you have to pay to assume liability with the lenders?

A. I'm sorry. I don't understand that question.

Q. You said there was two aspects to it. One was equity and one was basically I guess debt, lenders.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

39

Were those the two things you had to sort of cover for him?

A. Yes.

Q. Let's focus of the equity aspect of it.

Did you wind up having to pay monies out-of-pocket to replace Mr. Zeitouni's equity?

A. Not to get too much in the nitty-gritty, what we did was I was able to work the lender and sign, guarantee and get additional funds from them in order to replace his equity.

And like I said, I became the personal guarantor to the lender for all monies owed outstanding prior and additionally the new funds that we took down for.

Q. Was it at some point in time Mr. Zeitouni's equity reinstated?

MR. NASH: Objection to form.

He bought them out. So I don't know what reinstated.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

40

BY MR. CASSELL:

Q. So his equity interest was basically bought out, correct?

A. Yes, sir.

Q. So he no longer has an equity interest in the company?

A. No, sir.

Q. I'm sorry, that's correct, correct? He no longer has equity interest, correct?

A. Correct.

Q. Also you were able to assume his personal guarantees that he had on lines of credit, correct?

MR. NASH: When you're saying "assume," he became the guarantor.

BY MR. CASSELL:

Q. Is that correct, you became the guarantor?

A. That's correct.

Q. So you basically obtained closure for Mr. Zeitouni as any debt or obligations related between him and Ringer Jeans?



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Charles Azrak 41

MR. NASH: Objection to  
form.

He replaced the bank  
borrowings or the factor.

He became the guarantor I  
guess if Zeitouni was removed; is  
that correct?

THE WITNESS: That's  
correct.

BY MR. CASSELL:

Q. Did Ringer Jeans actually have to  
pay any monies to any lenders as a result of  
the issues in this case?

A. It doesn't -- we got an asset-based  
lender, so it does not really work that way.  
What it did do was it decreased  
assets of the company by approximately, I  
think it was \$1.6 million overnight.

Q. What do you mean "you have an  
asset-based lender"?

MR. NASH: Charles, explain  
-- I think the question is how did  
this issue with Fashion Leaf impact  
the financing and the factoring of

Charles Azrak

42

Ringer Jeans.

BY MR. CASSELL:

Q. You can answer that.

To be clear, we've had someone testify from the factory and I'd like to hear, you know, your testimony as to the issue?

A. Sure.

The way that it works it is extremely common in the wholesale market. We have a factor, a lender, they have a UCC filing and basically a lien, I guess, on all of our accounts receivable as well as any inventory that is held within the company and they extend us a certain amount of money against those assets.

So we get 90 percent against open accounts receivable until the invoice is paid directly to that lender. And we get 50 percent on eligible inventory. And the eligibility of those assets are at their discretion.

Whereas, in this case, there was a return, an RTV from T.J. Maxx for I believe

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

43

just over \$1 million. That would mean that \$1 million of that asset that we were borrowing against is now gone. So now we are in an overleveraged position based on that.

Q. Were you able to make up that shortfall at some point in time?

A. Not fully, no.

Q. Do you know what the interest rate is that the bank charges on a line of credit?

A. It's adjustable, but it's prime plus 2 percent.

Q. Are you familiar with the scope of the goods that are at issue in this litigation?

A. I am.

Q. Do you know specifically how many purchase orders comprise the scope of the goods at issue in this litigation?

A. No.

Q. Do you know specifically what the dollar amount is as to those purchase orders that comprise the scope of the goods in this litigation?

A. There's no real way for me to know

Charles Azrak

44

for sure, but a very large amount.

Q. Did Ringer Jeans ever pay Fashion Leaf for any of the goods that are at issue in this litigation?

MR. NASH: Can you clarify that because your complaint lists various partial payments? The ones that were completely defective that were returned from T.J. Maxx, is that what you're asking?

MR. CASSELL: Right.

BY MR. CASSELL:

Q. So the ones that were returned -- let me take that back a second.

You mention an RTV from T.J. Maxx. That's a return to vendor, correct?

A. That's correct.

Q. Do you know the quantity of goods that were returned to vendor, their dollar amount or number amount?

A. I polled it.

The reason why it's difficult to tell exactly is in addition to the return made by T.J. Maxx, they also took further

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

45

deduction on our accounts receivable because they would have to mark, they would have to discount the product from \$29 -- well more, \$39 to \$4 and \$9. So we had to take that as well. So it's very hard to notate exactly.

Q. Has anyone ever sat down and quantified the amount of the returns and the amount of the discounted goods?

A. Yes, I've provided it.

MR. NASH: It's in the amended answer.

BY MR. CASSELL:

Q. Sitting here today, do you know how much the total returns were from T.J. Maxx?

A. Only approximately.

Q. What is your understanding of approximately?

A. Approximately, it was \$1.7 million between the return and any markdowns.

Q. Do you know how much in total Ringer Jeans purchase, meaning, if I had the purchase orders from Fashion Leaf in the fourth quarter of 2018?

A. I'm sorry.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

46

Do I know the total dollar amount ordered in totality?

Q. Yes.

A. No, I don't know offhand.

Q. Other than -- T.J. Maxx either returned or marked down the goods, the total amount of 1.7 million?

A. Again, approximately.

I mean, we can, of course we can resupply that information if needed. I do not know the exact dollar amount, but around that area, yes.

Q. Do you know what amount of the 1.7 million consisted of actual goods returned?

A. I believe, again, approximately between a million and a million-two.

Q. The million, million-two of goods returned, what did Ringer Jeans do with those goods?

A. They had to go back into inventory, some were subsequently liquidated, some we still have.

Q. Can you quantify how much the total amount of liquidation was?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

47

A. Again, I don't know offhand, but we did supply that as well.

Q. I think I have that. We'll get to that. So some of the goods that were returned were eventually sold to other stores, correct?

A. Yes, sir.

Q. The goods that were sold a T.J. Maxx but at a reduction, were any of those monies that Ringer Jeans received for those goods ever provided to Fashion Leaf?

A. I mean, it's mixed in within the soup of any businesses we've done. I was not controlling the finances much at that time - well, at all really -- at that time, so I really couldn't say exactly.

Q. Do you know, sitting here today, whether Fashion Leaf was ever paid for any of the goods that were returned by Marshalls?

A. I could not answer that the same way. I cannot answer if they were paid for other damaged merchandise. It cannot be notated exactly.

Q. Let me just understand the business

Charles Azrak

48

model.

On a purchase order, let's say outside the scope of what's at issue here, on a purchase order where Ringer Jeans purchases goods, let's say from Fashion Leaf, let's assume there were no problems, when are those goods of POs actually paid for?

A. With Fashion Leaf it was an open credit relationship. I believe invoices were due between thirty and ninety days after delivery. So that's why when I say were they in fact paid for that, for that specific purchase order, I really cannot say.

Q. Were you involved, prior to your ownership of Ringer Jeans, in the payment of the invoices?

A. No.

Q. When you became the owner of Ringer Jeans in or about April/May of 2019, did you ever approve payment to Fashion Leaf for any of the goods that were sent back or sold at a reduced amount by T.J. Maxx?

A. No, there was no money to pay.

MR. NASH: Mike, in the



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

49

Answer pack there's a whole  
breakdown.

MR. CASSELL: I will get to  
the pleadings in a second.

MR. NASH: Can we take a  
two-minute break?

MR. CASSELL: Okay. We will  
take a break.

(Whereupon, a recess was  
taken at this time.)

MR. CASSELL: We're going to  
mark as Azrak Exhibit 11 which is  
the second amended complaint with  
the exhibits.

It has on top document  
number 140 and this will be Azrak  
Exhibit 11.

(Second Amended Complaint  
will be marked as  
Plaintiffs' Exhibit 11, for  
identification, as of this  
date.)

BY MR. CASSELL:

Q. Mr. Azrak, since we're not in

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

50

person, we're doing this virtually, I can't see what you can see on your end. In other words, I can't tell whether you have a massive monitor or a small monitor and I can't tell what your eyesight is.

So I'm going to, on my end I can make it bigger or smaller so it's comfortable for me, if for any reason the documents are either too big that you can't read it or too small that you can't read it, you need to tell me.

Can you read what is on the screen?

A. It's partially cut off at the bottom.

Q. It's a 71-page document. I'm putting before you the first page of the second amended complaint.

Do you see that?

A. Yes, sir.

Q. Is it clear enough on your monitor?

A. Yes, sir.

Q. Some of these depositions people are doing on their iPhone or phones and it's just hard to see.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

51

But you have a regular monitor in front of you, correct?

MR. NASH: It's not great.

It's my laptop.

A. Yes.

BY MR. CASSELL:

Q. So tell me if you cannot see anything. I can make it a little bigger if you need.

This, for the record, is Azrak 11. It's the Second Amended Complaint.

Have you seen this document before?

A. Yes, sir.

Q. I do not want you discussing any communication with your attorney, but I do want to ask you some questions from this document. If you cannot answer it because the only answer is something your attorney provided to you, then please do not answer it. It is only what your knowledge is.

There is an allegation in the complaint, I'm going down to paragraph fifteen, that the total goods that were at issue that were sold to Ringer Jeans is 4.95

Charles Azrak

52

million.

Do you see that in Paragraph 15?

A. Yes, I do.

Q. Have you ever, at any point in time, sat down and tried to calculate the total amount that Fashion Leaf invoiced Ringer Jeans?

A. No, but I did provide that as well.

Q. You provided that to your attorney?

A. Yes, a long time ago back. Yes.

MR. NASH: We submitted all this in Discovery.

BY MR. CASSELL:

Q. And that's a calculation of all the invoices that you believe are at issue in this action?

A. That number is driven against whatever receivings into inventory on our accounting system and it populates the number by invoice.

Q. The next page, I'm on page 6 of Exhibit 11, there's an invoice number. It says AG182CDF.

Do you see that invoice?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

53

A. Yes.

Q. How is that invoice number generated?

A. The invoice number is provided by the shipper, by the supplier.

Q. As I said, I'm not familiar with the business.

I see POs which are purchase orders, correct?

A. That's correct.

Q. That is generated, for the most part, would be by Ringer Jeans asking for goods from Fashion Leaf, correct?

A. Exactly.

The purchase order number is generated by the purchaser, or I guess the wholesaler, us, and the invoice number is given to us by the supplier.

Q. And the purchase orders contain multiple different items on there.

In other words, it would be a type of item with like an actual -- if it's a women's jacket and a certain color it would be a specific item number, correct?

Charles Azrak

54

1  
2 A. Correct.

3 Q. But then when the goods are  
4 manufactured and shipped out, there's an  
5 invoice number generated?

6 A. It is provided by the supplier.

7 But, for example, a specific  
8 purchase order does not necessarily -- and in  
9 very few cases it actually does very rarely  
10 correlate directly to a specific invoice.

11 Q. If a purchase order is then shipped  
12 out, let's say 10 different shipments, each  
13 one has a separate invoice number; is that  
14 correct?

15 A. That's correct.

16 Q. Are there any other numbers that  
17 would be affiliated with goods other than  
18 purchase order, the invoice number and then  
19 the garment number?

20 A. It depends when. So, for example,  
21 when a shipment is received against, say, a  
22 supplier's invoice number, it gets received  
23 and categorized based on the carton amount of  
24 that shipment.

25 Q. Has anyone on your end ever sat

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

55

down and basically did a full-fledged accounting of all the goods at issue in this litigation?

A. Yes.

Q. And that accounting has what, has the invoice numbers for the goods and the item?

A. I don't want to speak out of turn. I believe it's referenced by carton count of the specific invoices. I believe.

Q. Is the carton count another number that is generated?

A. The carton count is given by, again, by the shipper. It is really what is used when tracking the shipment. So that's why on the wholesale side we reference the carton count.

Q. So the top of Page 6, these three invoice numbers, would you be able to identify what these invoices are without the carton count?

A. On my end, it will take work, but yes.

Q. I'm scrolling down now, still

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

56

within Exhibit 11, I'm scrolling down now to the document attached Exhibit A. It's page 13 of the document.

It's really bad quality, but do you know what that document is?

A. I can't see it at all.

Q. Onto the next exhibit.

Scrolling down to Exhibit C.

Can you see this page of Exhibit C?

A. Yes, a little blurry, but yes.

Q. Do you know what this chart is?

What this chart is consisting of?

A. It looks, it appears -- it looks like a statement by invoice. Oh, and you see by carton count on the left.

Q. Where it says total cartons 382, that's the carton count?

A. Yes.

Q. What would be the letters after that, C-T-N-S?

A. Cartons, C-T-N-S, cartons.

Q. So what does 382 cartons mean?

A. That shipment that had the correlating invoice over there was containing



Charles Azrak

57

382 cartons.

Q. I don't know the business at all.  
What is a carton? Is it an actual  
box?

A. Yes, it's an actual box.

MR. NASH: Mike, they sent  
it in a shoe box.

A. Every carton has a uniform amount  
of garments inside depending on the  
requirement.

BY MR. CASSELL:

Q. How big is a carton approximately,  
how many square feet by square feet?

A. I could not even tell you. It also  
depends on the item. A T-shirt carton is  
smaller than jackets.

Q. So the carton itself is not the  
uniform size?

A. No, no. Amount of units per carton  
is based on a specific requirement by  
supplier.

MR. NASH: It's not a paper  
box carton, right?

THE WITNESS: I'm sorry.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak* 58

MR. NASH: It's not a paper  
box?

THE WITNESS: It's a carton.  
It's exactly what you see at a  
store. It's a carton.

MR. NASH: Oh, so it is  
paper box?

THE WITNESS: Yes.

BY MR. CASSELL:

Q. Would goods be mixed within the  
carton?

In other words, if it were a  
carton, is it possible there's different  
types of goods in there?

A. Yes, it is very possible. Yes.

Q. So when it says 382 cartons in the  
invoice, how do we know -- is there a way to  
tell from this invoice what those goods were  
without going back to the invoice?

A. No.

Q. But if I pulled that invoice under  
all these letters, which I think we have in  
the file, it will tell me what those goods  
consist of?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

59

A. Yes, assuming that -- it's like you said, assuming it's correct. Yes.

Q. So if I lined up this invoice, which I think I have in my file, that invoice is for \$86,000?

A. If the information is correct, yes.

Q. The chart here, it's cutting off, but basically on the second page it has the dates, November 2018 through February of 2019. The goods that were returned by T.J. Maxx and those that were also shipped at a reduced amount of money, do you know when those goods were actually manufactured?

In other words, this has for November 2018 going forward.

Do you know if they were manufactured earlier?

A. I doubt they were manufactured earlier. But, again, I cannot say for certain.

Q. An E-T-D, is that the date that the goods are supposed to arrive at the facility in California?

A. No, the E-T-D on this chart, so

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

60

that's supplied by the vendor, in this case Fashion Leaf. That is the estimated time of departure. That is the estimated time of it leaving the origin, leaving China.

Q. What is that? Are we at three days, five -- what's a typical trip across the Pacific?

MR. NASH: Weeks.

THE WITNESS: I'm sorry?

BY MR. CASSELL:

Q. I asked what's a typical shipment time across the Pacific?

MR. NASH: It's weeks.

BY MR. CASSELL:

Q. Weeks?

A. Weeks.

MR. NASH: Mike, you gotta be kidding me, right?

MR. CASSELL: I don't know.

MR. NASH: It's a big ocean, Mike.

A. If you look on this, I'm sorry not to speak out of turn, the ETD which is the --

MR. NASH: He said two days,

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

61

he said two days. You can take a --

BY MR. CASSELL:

Q. ETD and ETA, the way it's cutoff --  
so November 14th and then to November 25th?

A. Exactly, would be the arrival.

Q. Got it.

Going down, and I have a better  
quality version of this, this is the asset  
purchase agreement. It's Exhibit D in the  
complaint. If you can't read it, I do have a  
better quality.

But my question is, are you  
familiar with this document, the asset  
purchase agreement?

MR. NASH: This is nothing  
to do with this, but go ahead.

A. If I saw it, I don't recall it.

BY MR. CASSELL:

Q. Let me just clarify for your  
attorney. He raised a good point. These  
exhibits are sort of a hodgepodge --

MR. NASH: Yes.

Q. -- while I was asking you questions  
before about what I would say is the part of

Charles Azrak

62

1 the case that deals with the goods, this  
2 asset purchase agreement admitted is  
3 something completely separate. So just to  
4 put that in context.  
5

6 Have you seen this agreement that's  
7 dated February of 2018?

8 A. I don't recall seeing this exact  
9 agreement. I don't remember.

10 Q. I'm going to go all the way down to  
11 Exhibit E, which once again is really the  
12 other aspect of the case, Ringer Jeans  
13 apparel and ask if you have seen this  
14 document before.

15 It's the Ringer Jeans Apparel  
16 limited liability agreement, company  
17 agreement. I'll get there in one second.  
18 It's Exhibit E to the complaint, amended  
19 complaint, and it's a limited liability  
20 company agreement for Ringer Jeans Apparel,  
21 LLC.

22 Have you seen this document before?

23 A. Same as the other.

24 No, I don't recall seeing this  
25 specific document.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

63

Q. Let us go to the next exhibit which we are going to mark as 12.

MR. CASSELL: We will mark this.

(Answers to the Seconded Amended Complaint with Counterclaim was marked as Plaintiffs' Exhibit 12, for identification, as of this date.)

BY MR. CASSELL:

Q. Exhibit 12 for the record is going to be the Answer to the Seconded Amended Complaint with Counterclaim. It was filed as document number 142 and it's 8 pages.

Unlike in state court, in federal court there's no need for the -- for anyone to ever sign off on these documents.

So my question to you is have you seen this before?

A. Yes.

Q. Did you have any role in drafting any part of this, and what I mean by that, there's some factual allegations and there's

Charles Azrak

64

a counterclaim.

Did you have any role in providing factual information to your attorney that led to the counterclaims?

A. Yes, sir.

Q. Let's go to the counterclaims. It starts on Page 5 of the document.

It says in or about 2013, T.J. Maxx began purchasing women's contemporary jackets, pants and shorts from Ringer Jeans?

Is that consistent with your understanding?

A. Yes.

Q. The Maxx Jeans label, does Ringer Jeans have a license with someone for that label?

A. It did, yes.

Q. Does it still have the license with it?

A. No. No, sir.

Q. When did it lose the license?

A. 2000 -- again, I have to pull it up. I want to say 2020.

Q. To your knowledge, was the license



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

65

lost because of the goods that are at issue  
in this litigation?

A. No. The license expired and it was  
not worth keeping.

Q. Why was it not worth keeping?

A. Because there was, after this issue  
there was really no business left.

Q. What about Tamari Trade Labels? At  
some point did Ringer Jeans have a license  
for that?

A. I think Tamari is a typo. It's  
Tahari.

Q. Right, T-A-H-A-R-I?

A. Yes.

Q. What is Tahari? What type of goods  
is that?

A. Denim, jeans.

Q. What are Maxx Jeans? Is that a  
specific type of goods?

A. It's a very good question because  
it is called Maxx Jeans. It was denim-based  
in the beginning. Around 2015, it  
transitioned to everything, but -- I believe  
in 2016 -- to everything but denim.

Charles Azrak

66

1  
2 Q. There is some discussion in this  
3 case about Tencel, T-E-N-C-E-L, product.

4 What is that?

5 A. Correct.

6 Tencel is a fabrication. It's a  
7 very lightweight woven fabric used for  
8 jackets, pants and such. It's considered, I  
9 want to say higher end because of the  
10 distribution, but it is a nicer, finer  
11 fabrication.

12 At this time from 2017 onward, it  
13 was probably 90 percent of the business done  
14 with the Maxx Jeans label. It was all in  
15 that fabrication.

16 Q. Does Ringer Jeans have any role on  
17 actually manufacturing the goods? And what I  
18 mean, by that is if T.J. Maxx wants a Tencel  
19 jacket, does Ringer Jeans have any of the --  
20 does it have any role in obtaining the fabric  
21 or anything like that?

22 A. You mean actually purchasing the  
23 commodities to make up the item?

24 Q. Right.

25 Does it purchase any of the

Charles Azrak

67

commodities itself?

A. Not directly, no. It buys finished products from overseas suppliers.

Q. So like for these products, for example, if it wanted to sell some type of Tencel jackets to Marshalls, Ringer Jeans would basically have Fashion Leaf do it, basically create the entire product and ship it to its facility?

A. Ringer Jeans would design the product, sell it, contract with any supplier, again Fashion Leaf or there were multiple other suppliers doing this prior, and comment, make sure it's up to standard between, you know, on the design side and then the supplier would finish producing.

Q. Ringer Jeans actually has persons or individuals who work with that actually create a type of, let's say jacket?

A. A design, yes.

Q. They will sell that design to T.J. Maxx?

A. Yes.

Q. T.J. Maxx will say I want 5000 of

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

68

that type of jacket?

A. In theory, yes.

Q. Then they would send to, they would hire a company such as Fashion Leaf to design, to manufacture a jacket in that type of specific design?

A. Correct.

Q. Are there samples sent out in any point in the process before it's actually manufactured in bulk?

A. Multiple times, yes.

Q. Are the goods that are at issue in this case, were there samples provided by Fashion Leaf before the actual full-fledged production?

A. Yes, certainly.

Q. I don't know the business.

What is T-O-P versus P-P, are those types of samples?

A. Yes. It's different steps in the process. A PP sample or a preproduction sample is the final sample that is provided for the signoff on the styling end, that they can proceed, start with bulk production.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

69

TOP sample is a top of production sample. The supplier or the factory or whomever is supposed to pull some of the very first pieces that are actually produced in the low production cycle and submit those as, say, an actual standard of what is being produced.

Q. Are there other samples other than TOP and PP that are provided?

A. Yes.

There's a prototype sample which is the very first one. And then in many cases there is also a fit sample which is another step in between to get all the sizing and fitting specifications correct.

Q. The goods at issue in this case, how many different goods are there?

In other words, it sounds like there are samples for each design; is that correct?

A. I cannot say for certain, but there should be.

Q. So how many different goods are at issue in this case? Are we talking 200, 300,

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

70

20, 30; do you know?

A. The whole case --

MR. NASH: Are you talking  
about styles or units of goods,  
Mike?

MR. CASSELL: Styles,  
different styles for which samples  
will be used.

THE WITNESS: Kevin, I gave  
an approximate offhand quite  
honestly.

MR. NASH: Give it to him.  
The man will never go shopping  
again after this deposition.

A. Offhand, I would say there were  
approximately four different styles of  
jackets in the Tencel fabric in multiple  
colors. There were, I believe, three  
different pant styles also in multiple  
colors, four different vests styles in the  
Tencel fabric, also multiple colors. And I  
believe two different shorts styles, also in  
the Tencel fabric, in multiple colors. That  
encompassed the high majority of the whole

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

71

issue.

BY MR. CASSELL:

Q. So it's only thirteen different styles plus multiple -- all multiple colors, but thirteen different items so to speak?

A. That created the majority of the issue. Honestly, I would bulk it up to fifteen if I was to give a more definitive just to be safe. But yes, it was not, there were not a lot of different design styles here.

Q. For each of these approximate fifteen different styles, were prototype samples provided by Fashion Leaf to Ringer Jeans?

A. Yes, they would have had to have been.

Q. And someone reviews it on behalf of Ringer Jeans and signs off on it so to speak?

A. A designer, yes.

Q. How long is that in a process? In other words, we looked at a prior document that seems to indicate the goods were received in California in or about November

Charles Azrak

72

2018.

How long does this process take?

A. From the initial design or the initial proto-sample? It depends.

Q. On the prototype sample, how far are we going back to that?

A. It depends how -- honestly there is no black and white answer because it depends on how good and correct the samples are in the process. It can take anywhere from sixty days to get a bulk approval and then seventy-five days to actually have the product delivered. Sometimes it can be ninety days for the entire process. It's a sliding scale.

Q. It's not a year typically?

A. Unless the supplies are very late and very behind it should not be.

Q. Does Ringer Jeans send anybody to China to oversee the samples that are being sent out of the product?

A. At this time when this occurred, we had two representatives in China.

Q. Who were the two representatives?



Charles Azrak

73

1  
2 A. I have to be honest, I cannot  
3 recall their names.

4 Q. Did they have any role in reviewing  
5 either the prototype sample, the TOPs or the  
6 PPs?

7 A. They would not give approvals on  
8 anything, but their role was to make sure  
9 that they were sent out timely and that  
10 production cycle and process was on time,  
11 assist when there is an issue and usually  
12 also supply quality control when goods were  
13 in production.

14 Q. Do you remember any issues as far  
15 as the quality of goods for these  
16 approximately fifteen styles when the PP  
17 samples were provided?

18 A. I do not recall anything out of the  
19 ordinary on the PP stage.

20 Q. Which stage is first? You said  
21 prototype samples is first. What is the next  
22 round of samples, PP or TOP?

23 A. PP is before TOP.

24 Q. Is there another stage in between?

25 A. Sometimes there's a fit sample and

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

74

sometimes there is we need a new proto-sample because it was so horrible.

Q. What is AQ2.5? Are you familiar with that?

A. No, I'm not.

Q. Are you familiar with a quality control standard 2.5?

A. Is it AQL.

Q. I'm sorry, yes AQL2.5. Correct.

A. I'm not very good technically like that, but I believe that is the stitching frequency and things like that, the AQL.

Q. Do you know whether or not these goods passed the AQL2.5 standard?

MR. NASH: Which goods, the ones that were defective or the samples?

MR. CASSELL: Good point.

BY MR. CASSELL:

Q. The ones that were returned by T.J. Maxx or sold at a discount?

A. I don't want to answer that because I don't know what the AQL encompasses. I believe the AQL is just the quality and the,

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

75

I guess, consistency of the actual needle stitching.

Q. Do you remember any issues as far as the quality of the goods at the PP stage?

A. Again, I do not recall anything out of the ordinary.

Q. Do you actually review the goods?

In other words, at some point for these fifteen different styles, samples are provided to Ringer Jeans by Fashion Leaf at the PP stage? Is that the way it works?

A. Yes.

Q. Would you receive them yourself or does other people at Ringer Jeans who are designated to look over the goods?

A. There are people designated to look the goods and make their comments. They will be flashed to me when they're good and brought to me to help them deal with when they are really not good.

Q. I know we're going back three plus years, do you remember any issues with these goods at the PP stage?

A. Like I said, nothing is ever

Charles Azrak

76

perfect, but I do not recall anything  
extremely out of the ordinary.

Q. What about at the TOP stage? Did  
Fashion Leaf send samples to Ringer Jeans at  
the TOP stage?

A. I do not want to be too specific.  
I know there were a lot of issues receiving  
TOP samples.

Also, I should notate that TOP  
samples in the industry, no one is ever  
really sure if those are actually production  
samples or not, so it's kind of a gray area,  
quite honestly.

But like I said, I cannot say  
exactly if we received for every --

Q. Let me focus a little more and I  
will move on.

For example, you said there were  
four styles of jackets. What is the quantity  
that was produced, let's say of style 1.

Are we talking 500, 5000, 50,000,  
how many?

A. A lot. A lot because every style  
had maybe over 10 colors, there may have been

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

77

20 colors of jackets that we made in the Tencel fabric at any given time. And there was at least 3-4000 of each.

Q. Of each color?

A. Over time, yes.

Q. So how many TOP samples, let's say of the 3-4000, how many TOP samples; 1, 2, 20?

A. It should be one per color.

Q. Just one?

A. Yes, just one per color. It's just a representative sample.

Q. And it's supposed to be sort of taken out of the bulk production?

A. Exactly.

Q. Do you know if that was done for all of these approximately fifteen styles?

A. I could not tell you.

Q. Going back to what's Exhibit 12, Paragraph 23, you sort of testified about this before.

The paragraph indicates that the sales were at most 22 million and then down to approximately 15 million in 2017 and 2018.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

78

Is that consistent with your understanding?

A. Yes. More or less, yes.

Q. I think you had testified that 2017 and 2018 were a little higher.

Do you know if these numbers are accurate?

A. Yes, because this is only notating T.J. Maxx.

Q. I think had you testified, if my notes are correct, in 2018 total sales were closer to 20 million.

Does that sound accurate?

A. It could be, but like I said, this is only really focusing on T.J. Maxx in general -- I mean in specific, I'm sorry.

Q. I want to go back to paragraph 28. Paragraph 28, read it to yourself, I'll just paraphrase it.

It says approximately \$4-million of goods prove to be substandard, nonconforming or defective?

Do you know what that's referring?

A. The issues, yes.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

79

Q. I'm just a little confused. I thought you had indicated that -- and correct me if I'm wrong -- at T.J. Maxx the total amount of goods that were returned or discounted was under 2 million.

What is the relationship between that number and this 4 million here?

A. There was a lot more merchandise that we had in-house that was part of the replenishment program.

Q. And never made it to any T.J. Maxx?

A. No.

Q. I'm sorry, that was a bad question.

Did those goods, were they ever sent to T.J. Maxx?

A. No.

Q. What was done with those goods?

A. Like I said before, things were liquidated.

Q. Was there a document created as to how much those goods were sold for?

A. Yes, significant discounts obviously and I provided it.

Q. When you say discount, when the

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

80

goods were sold at discount, I'm just a little confused because isn't it true that Ringer Jeans never paid Fashion Leaf for the goods? I don't understand how it's sold at a discount.

A. No, I'm saying a discount of regular price.

MR. NASH: Charlie, just explain to him, just so he understands, what was the price you're selling Tencel garments or what price were you buying it from Fashion?

A. So jackets were typically purchased at anywhere from \$14-18 and sold anywhere approximately \$19-25.

MR. NASH: On retail. On retail. These were the cream of the crop at T.J. Maxx.

A. Correct. So these retailed at approximately 39 and \$49 at T.J. Maxx.

BY MR. CASSELL:

Q. Just so I understand, if a jacket is purchased at 14 and sold at 19, would you



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

81

say that's a \$5 profit margin to Ringer  
Jeans? Is that were the profit margin is  
built in?

A. Correct.

Q. When you sold, you mean sold at  
wholesale obviously because it's sold to T.J.  
Maxx, for example?

A. Yes, sir.

Q. And as your attorney noted, then  
the retail price is marked up, approximately  
double for what it's sold?

A. Typical industry standard, yes  
exactly.

Q. Paragraph 34 referenced an e-mail  
February 12, 2019. We will get to the  
documents in a little bit.

Do you remember receiving that  
e-mail?

A. Yes.

Q. That was from whom at T.J. Maxx?

A. No, this isn't -- I'm sorry, you're  
talking about line --

Q. I'm sorry. I'm sorry.

Prior to this e-mail, did T.J. Maxx

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

82

make you aware of issues with the goods?

A. Yes.

Q. Paragraph 34 references an e-mail from Fashion Leaf on February 12th.

My question is, when did T.J. Maxx first advise you about issue with the goods?

A. I believe -- you mean the date.

Q. Right.

Do you remember the date?

A. I don't remember the date. I believe it was in January of 2019, but I don't remember exactly when.

Q. Let's look at Paragraph 33.

Can you read it okay on your screen?

A. Yes.

Q. It says that Fashion Leaf refused Ringer Jeans' effort to inspect the goods.

What do you know about that allegation?

A. As I mentioned before, we had two representatives in China that would give quality control in bulk production and give signoffs. Mr. Zhao did not allow them on the

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

83

premises multiple times and made them leave multiple times from the few months of the relationship.

Q. Was there a reason why the relationship continued even though Mr. Zhao did not let these quality control people to look at the goods?

A. Yes, there were no issues in the beginning.

Q. Paragraph 35 says T.J. Maxx refused to sell any of Ringer Jeans' other products?

A. Correct.

Q. For what period of time did T.J. Maxx refuse to sell any of Ringer Jeans' other product?

A. If I'm not mistaken, when this occurred in February we did not get another order from T.J. Maxx for about nine months and those orders were not ever again allowed to be in the Tencel fabrication and not under the Maxx Jeans brand.

Q. What brand was it under when you started getting new orders with T.J. Maxx?

A. We started getting new orders for

Charles Azrak

84

denim jeans under the Tahari label.

Q. Did that change at any point in time?

A. I'm sorry, what do you mean "change."

Q. Did it change? You said it was late 2019 to the present date.

Did that change at any point in time where you were doing different business with T.J. Maxx?

A. Yeah, we then started shipping some career pants under the Tahari label, but never Maxx Jeans again.

Q. Paragraph 36 says that Ringer Jeans lost the benefit of new orders for at least \$9 million. How is that quantified?

A. So I mentioned before that we have a -- when we worked with T.J. Maxx on these programs we get a monthly projection which is kind of like a replenishment projection and they do that to make sure that we know how to claim our I guess our cash flow in order to properly apply them. These were the orders written for the balance of the first 6 months

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

85

of the year that they protected with us  
together.

Q. 2019?

A. Yes.

Q. Let's go to Paragraph 38.

Did you have any role in providing  
these figures to your attorneys?

A. I definitely did.

Q. Did anybody else at Ringer Jeans  
have a role in providing these numbers?

A. The numbers themselves, yes.

Q. Who else at Ringer Jeans?

A. I guess our operational people in  
order to gather all the numbers, our accounts  
receivable people in order to calculate and  
present the markdowns, so probably two to  
three different people.

Q. The immediate markdown number, the  
\$1.4 million, where was that taken from?

A. From T.J. Maxx and I provided the  
remittances that showed it.

Q. The 405,000, how was that number  
calculated?

A. That was generated, that was the

Charles Azrak

86

gross profit on the -- so that's not the protection for the replenishment. Those were purchase orders that were actually canceled. It was an excess of \$1.5 million, so 405,000 was the gross profit that we generated.

Q. What about the \$799,000, how was that number calculated?

A. That was what I mentioned before. That's the replenishment. Oh no, I'm sorry, I'm sorry, I'm sorry, I'm sorry. I jumped ahead. I'm sorry. The \$1.4 million was the markdown, the assumed markdown at that time on what was remaining in our warehouse.

Q. Let me just step back.

The \$799,000, how was that number calculated?

A. I'm sorry. So, I wasn't wrong. The \$405,000 was for the actual orders, purchase orders to ship within that month. That was the gross profit associated with the shipment of those orders. And then the loss/gross profit on future purchase orders, that was the replenishment program for the gross profit dollars.

Charles Azrak

87

1  
2 Q. When you say "replenishment  
3 program," you mean that T.J. Maxx wants a  
4 certain amount of goods always on hand, so to  
5 speak?

6 A. Yes, that's the projection that we  
7 worked on together that I referenced before.

8 Q. Isn't that part and parcel of this  
9 \$9 million that's referenced in paragraph 36?

10 A. Yes, yes, yes.

11 Q. Let's go down to the 1.45 million.  
12 I think you sort of testified as to that.

13 But how is that number calculated?

14 A. I can't recall the exact  
15 calculation, but it was I think a  
16 conservative assumption of what the goods can  
17 be sold for versus the invoice price we  
18 received from Fashion Leaf, from the  
19 supplier.

20 Q. The remaining goods in inventory,  
21 can you quantify that? Are we talking about  
22 70-80,000 pieces of clothing? What is the  
23 actually bulk number of pieces of clothing?

24 A. No, it was far more than that. I  
25 wouldn't be able to tell you offhand --

Charles Azrak

88

THE WITNESS: But Kevin, I  
believe we supplied that as well.

BY MR. CASSELL:

Q. Sitting here today, do you still  
have some of the goods in inventory?

A. We do.

Q. You do?

A. I'm sorry, sir. I know I cut you  
off. I'm sorry.

Q. I talked over you. Let me ask the  
question again.

Does Ringer Jeans still have some  
of those goods in inventory?

A. Yes, sir.

Q. The \$416,000, how was that  
calculated?

A. As I mentioned we had other items  
other than Tencel that we were working with  
T.J. Maxx, that we had different suppliers  
for, all those orders were also canceled  
because of this issue. So that's the gross  
profit that those sales would due to throw  
off.

Q. So non-Fashion Leaf products that



*Charles Azrak*

89

were manufactured by companies other than Fashion Leaf but they were also Tencel products?

A. No, they were not Tencel products. They canceled every single open purchase order with Ringer Jeans regardless of the fabrication.

Q. Was Fashion Leaf used to make all the Tencel products?

A. At this time, yes.

Q. There's a reference in the next line of 197,000. It says markdowns and upcharged by Sam's Club.

How did Sam's Club come into the equation?

A. We were working together on a Sam's Club order. When I say "we," Ringer Jeans and Fashion Leaf. It was an order that Ringer Jeans obtained. Because of what happened, obviously we couldn't go forward with Fashion Leaf, so we had to get an extension from the customer and do what we had to do in order to replace that. The net loss on that, what we had to give back was

Charles Azrak

90

\$197,000.

Q. What are the markdowns?

In other words, you had goods that you thought would sell for X but you ended up selling them for less?

A. No. The marking was the discount given to Sam's Club for such extension.

Q. Was it for an extension or due to the fact that goods were defective?

A. No, no, no. Sam's Club did not receive the defective product. That was a go-forward order for Shume (phonetic) for later that year.

Q. What is the reference to the term "upcharged"? I'm not sure what that means in this context.

A. Sure.

We actually, because of all the time lost and we had to replace it, we had to pay a surcharge to any new supplier in order to get a date.

Q. The next item, \$67,000 is a warehouse charge to store defective goods. Is that still a proven?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

91

A. Oh, yes, certainly. Of course.

Q. At any point in time, did you ever discuss sending the goods back to Fashion Leaf?

A. We are not allowed.

Q. Why is that?

A. The goods are branded. So no one is allowed to own them, sell them, anything, other than me. I'm not allowed to ship them overseas because it's out of my territory that's mandated within my license. And furthermore, they're subject to the UCC filing lien by my lender. So I can't remove it from the borrowing base without actually paying them for it.

Q. When are the goods branded, at what part of the process?

A. On the label. It's one of the first things that is done.

Q. So when Fashion Leaf produces the goods, they produce the goods with the Maxx Jeans label on it?

A. With the Maxx Jeans label, all the zipper tabs, the zipper pulls also say Maxx

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

92

Jeans, the brims in many cases say Maxx Jeans and, of course, any hangtags and price tickets and such.

Q. All of that is permissible because you had a license at the time?

A. Yes, sir.

Q. Now you can't send the goods to somebody else because they still have the same labeling on them?

A. Correct.

Q. What is the last, the last row we have G-M-R loss due to failure to make guaranteed sales, 335,000?

A. Correct.

So we have a gross, G-M-R stands for gross minimum royalties. There is an annual minimum that we have to pay to the licensor regardless if we accrue enough sales to throw off that money. It's still due. Obviously when this occurred in January and February and we lost our entire business, we effectively paid out the GMR amount and did not have any sales to recoup that at that time.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak* 93

Q. Did you ever try to cut a deal with the licensing company under the circumstances to try to mitigate damages?

A. We did. They were upset enough at us for having the issue in the first place.

Q. So they were not willing to budge?

A. No. They were not happy, to be nice about it.

Q. Paragraph 39 references loss of good will of \$3 million.

Do you know how that was calculated? I know it's sort of vague, but do you have any understanding?

A. Yes. There was a metric for the number. I believe --

THE WITNESS: Kevin, if I'm not sure do I answer that?

MR. NASH: Yes, yes. Give him how you came about lost profits.

You had a good relationship with T.J. Maxx and it was done overnight, basically.

Q. Let me be clear.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

94

I don't want you speculating or guessing, but I'm entitled to know what your understanding is, even if it's not 100 percent certainty.

So your best understanding as to how this \$3 million figure was quantified?

A. Okay, no problem. So the good will number -- and again from what I remember, we took an annual gross profit amount. So if you just take out what our annual sales more or less were with T.J. Maxx by a running gross profit, that was how I came up with an approximate \$3 million arbitrary number.

Q. Go on to the next exhibit --

MR. CASSELL: Anyone need a break before I go on with the next exhibit?

MR. NASH: We're doing pretty good, right? We are doing good?

MR. CASSELL: We're getting a lot done, yes.

BY MR. CASSELL:

Q. The next exhibit I'm going to put

Charles Azrak

95

1 the witness -- I'm going to use what Mr. Nash  
2 did. I guess this was already marked as  
3 Exhibit 14. I don't know if you have an  
4 actual marking on these documents but, to be  
5 consistent, it was Zhao Exhibit 14. It's the  
6 asset purchase agreement. So I'm not going  
7 to re-mark it. I'm going to use the same  
8 marking. It's Zhao Exhibit 14.

9  
10 So I'm putting before the witness  
11 what has been marked as Exhibit 14. It's the  
12 asset purchase agreement. We've discussed it  
13 before at different points in time to this  
14 deposition. Have you seen this document  
15 before? This is probably the cleanest copy I  
16 can show you?

17 A. I might have seen it. I don't  
18 recall seeing it though.

19 Q. You had testified earlier, and just  
20 correct me if I'm wrong, that essentially you  
21 had put Mr. Zhao in touch with the principal  
22 of Ringer Jeans, Mr. Zeitouni.

23 Did you have any role specifically  
24 in the deals between the two of them that led  
25 to this asset purchase agreement?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

96

A. I did. I was involved in conversations with them on how to, I guess, partner up. Yes.

Q. Are you aware that this agreement was eventually signed?

A. Again, I do not know what this exact agreement says. I do know that they made a deal.

Q. Do you know if Mr. Zhao provided any monies to Ringer Jeans consistent with the deal?

A. Yes. I do know that he did. I don't know why he did not go to Ringer Jeans Apparel and things like that, per se, like I said before. But yes, I do know he paid money.

Q. We talked before about Ringer Jeans Apparel.

Is it your understanding that that company was actually formed?

A. I know it was. I know the LLC was created. I don't believe it ever operated anything though.

Q. Do you know whether or not it ever



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

97

had a bank account?

A. I don't know, honestly.

Q. Did you do any work for Ringer  
Jeans Apparel?

In other words, did you do any work  
for which you were advised by Mr. Zeitouni to  
be wearing sort of the Ringer Jeans Apparel  
hat as opposed to the Ringer Jeans hat?

A. Not that I recall. I don't  
remember it ever really getting off the  
ground.

Q. In calendar year 2018, besides  
working for Ringer Jeans, did you work for  
any other company?

A. You mean as a consultant.

Q. Yes, only because there seems to be  
a lot of related, possibly related companies  
as in any type of manner working in 2018?

A. I never in 2018 -- I mean, I can't  
take that year per se, but I never worked for  
multiple companies of Mr. Zeitouni at one  
given time, but I did from time to time do  
consulting work for other people.

Q. I think I sort of asked you this

Charles Azrak

98

before.

What exactly do you do as a consultant? You say it's consulting but it sounds that you're more involved with sales?

A. No, I'm not. So when I say consulting, it's really because what I did for all these years was really I more or less managed the sales, the purchases and just probably more importantly, the relationship with the factors and the lenders which is not typical.

Q. Did you have any role in designing the goods?

A. I would work with the design team, but I'm not a designer.

Q. Go to the next document. I'm putting before the witness, once again I'm not going to remark this; we have enough exhibits in this case. This was marked as Zhao Exhibit 21. It's a 37-page document entitled Ringer Jeans Apparel LLC Limited Liability Company Agreement.

Once again, we have discussed before that this is a clear copy?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

99

Have you seen this document before?

A. Not that I recall.

Q. There's a reference here on Page 24, there's a section, for some reason, it's Section 16, even if it comes after section 9.13 and 1.5. But it's a section relating to see term purchases. And, essentially, it means CPR can contribute more monies in an increased ownership interest in the company.

Do you have any knowledge at all of that?

A. Yes. I am aware of that. I'm not clear or recall dollar amounts or percentages, but it was that that Mr. Zhao was able to purchase more shares for more money if he chose to.

Q. Do you know whether or not he availed himself of that?

A. I know he paid money, but again, I'm not clear on the actual agreement.

Q. No.

The monies that he paid in, do you know where those monies went?

A. I believe he actually paid them

1 Charles Azrak 100

2 into Ringer Jeans.

3 Q. Do you know what Ringer Jeans used  
4 the monies for?

5 A. Operations. That is what his  
6 funding was supposed to go.

7 Q. Do you know what the differences is  
8 between CTR and Fashion Leaf?

9 A. If I'm not mistaken, CTR Holdings  
10 was a new -- I believe it was a new co that  
11 Mr. Zhao created which was an American LLC or  
12 US entity. CTR I think stood for was like  
13 kind of like an acronym for Color Tree, which  
14 was his other United States company.

15 Q. I'm going to put before the witness  
16 what has been marked as Exhibit 13. So this  
17 Zhao Exhibit 13. It's 18 pages.

18 Now, if we look at this document --  
19 once again, I can make it bigger or smaller,  
20 whatever you need.

21 But I'm looking at Page 1 of  
22 Exhibit 13 and I see your name here and it  
23 says CMA, which obviously your initials, at  
24 Essentialsnewyork.com and this is December  
25 2017?

1 Charles Azrak 101

2 A. Correct.

3 Q. Was that the e-mail you were using?

4 A. At that time, yes. I switched over  
5 later to the CMA@maxx-jeans.com. Yes.

6 Q. What company were you working for  
7 in 2017? Wasn't it Ringer Jeans?

8 A. I think at this time, it actually  
9 was Ringer Jeans. But all my contacts and  
10 all my internal communications, because I  
11 wanted to keep my e-mail history, was still  
12 on the Essentials New York server.

13 Q. There's some handwriting on this  
14 page, there's some underlining, there's a  
15 star and some handwriting.

16 Do you know whose handwriting this  
17 is?

18 A. I don't. That is not my  
19 handwriting.

20 MR. NASH: It's a Jewish  
21 Star, nice.

22 A. I wish my handwriting was that  
23 neat.

24 BY MR. CASSELL:

25 Q. Who is this Morris King

1 *Charles Azrak* 102

2 C-A-T-T-O-N? I see his name on a bunch of  
3 documents.

4 A. Morris Catton is a -- I guess he's  
5 an agent. He's a production sourcing agent.  
6 He has a long-standing relationship with  
7 Mr. Zhao. He is someone I know personally,  
8 not well, but know of personally. We're from  
9 the same community in Brooklyn.

10 Q. Was there a falling out between him  
11 and Mr. Zeitouni?

12 A. With Mr. Catton.

13 Q. Yes.

14 A. I don't believe so. They're  
15 cordial to each other. They were never so  
16 friendly, but they're cordial.

17 Q. How about Mr. Zhao and Mr. Catton?

18 A. I know they were doing a lot of  
19 business together either at this time or  
20 prior. I know there were a lot of issues. I  
21 believe they're still cordial, but I don't  
22 think they work together.

23 Q. Where was Mr. Catton located? He  
24 is on the New York side?

25 A. In New York.

Charles Azrak

103

1  
2 Q. Do you know why he is copied on  
3 these e-mails that address the potential  
4 partnership between Mr. Zhao and also  
5 Mr. Zeitouni? Do you know why he was  
6 included?

7 A. Yes, he was, he was -- I don't want  
8 to say advising, but he was kind of advising  
9 Mr. Zhao and helping him on that side. He  
10 was also looking, looking for compensation to  
11 work as a conduit between the Fashion Leaf  
12 China-based office and our company for a  
13 go-forward basis because of his familiarity  
14 with Mr. Zhao's company.

15 Q. Was he ever paid for his time?

16 A. The only company then -- I believe  
17 he was for a few months.

18 Q. There's a reference in Paragraph 3  
19 relocating the China office into Fashion  
20 Leaf.

21 Whose China office is that? Is  
22 that the Ringer Jeans China office?

23 A. That refers to those  
24 representatives that we had in China at that  
25 time that I mentioned earlier.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

104

Q. Did Ringer Jeans have an actual office in China or steward representatives?

A. No, it did not have a physical office. But it had, I believe it was two people at this time that were paid directly. But I don't recall that there was a physical office. I think it's just a matter of speak.

Q. It says never happen. Did it ever happen?

A. No.

Like I said, Mr. Zhao wouldn't let them even come to the factories.

Q. There's a reference on page -- I'm on Page 3 of 18 now. There's a reference that says a reference of a \$40,000 per month management fee.

Do you know anything about that management fee?

A. To be paid to whom.

Q. That's why I wasn't sure.

A. I can read it, maybe it will --

This is different. Mr. Zhao, for a period of time, wanted Mr. Zeitouni and I to help him turn around his Color Tree, his



1 *Charles Azrak* 105

2 other US-based company. And this 40K a month  
3 management fee was in regard to running that  
4 company for him.

5 Q. Did that ever come to fruition?

6 A. I don't believe so. I don't  
7 remember if it did. I don't believe so. We  
8 did do some work, but I don't think we ever  
9 really transacted.

10 Q. I see now.

11 The next page is an e-mail from  
12 Morris to Mr. Zeitouni saying we have no  
13 problem paying you and Charles a 40K  
14 management fee.

15 So is that consistent to what you  
16 just said?

17 A. Yeah, for the complete managing of  
18 all facets of CT company, our Color Tree  
19 company, yes.

20 Q. That was actually never done?

21 A. I don't believe so.

22 Q. That's different from the actual  
23 partnership that would lead to this Ringer  
24 Jeans Apparel?

25 A. Correct.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

106

Q. Down to Page 12.

Once again there's handwriting on the right side of Page 12 with a star?

Do you know whose handwriting that is?

A. I don't.

Q. This is an e-mail, says from you, it says Alex I hope you traveled safely. The new company has been formed.

Is that an e-mail from you?

A. Yes, it would have to be. Yes.

Q. Did you have any role in actually forming the company?

A. In forming, actually forming it, no. But I mean I was aware that it was formed.

Q. Did you have any role in contacting an attorney or someone to form it?

A. Possibly. Truth is I don't remember in this case. I do have an attorney that I use, that I put all my friends in contact with to open up LLCs and generate the operating agreements and such.

Q. What is this chart on the bottom?

1 Charles Azrak 107

2 Is that something you created? That starts  
3 on the bottom of page 12 and 13?

4 A. Yeah, I made a checklist of what  
5 needed to be done in order to complete the  
6 deal.

7 Q. Move on to the next exhibit which  
8 is 16.

9 MR. CASSELL: We'll take a  
10 break.

11 (Whereupon, a recess was  
12 taken at this time.)

13 MR. CASSELL: I'm putting  
14 before the witness virtually a  
15 document, it's a five-page document  
16 and we had marked it previously as  
17 Zhao Exhibit 16.

18 I'm going to ask the witness  
19 to look at this document.

20 BY MR. CASSELL:

21 Q. In this document, there's a  
22 reference at the bottom of the first page to  
23 a payment and it is dated, if I understand  
24 correctly, 02/25/2018 -- and once again, I  
25 asked you some of these questions, but

1 Charles Azrak 108

2 sometimes it's just helpful to just put it in  
3 context with documents.

4 Do you have any knowledge about  
5 Mr. Zhao making the payment pursuant to the  
6 agreements that we've discussed before  
7 related to Ringer Jeans Apparel?

8 A. Like I said, I do know -- I am  
9 aware he made payments.

10 Q. If we go to the second page of this  
11 exhibit, there's a reference, it's an e-mail  
12 from you to Alex.

13 If I read this correctly, that the  
14 payment is \$75,000 is to Ringer Jeans Apparel  
15 LLC?

16 Do you see that?

17 A. I do.

18 Q. Was a bank account set up for this  
19 entity?

20 A. So apparently there was. I don't  
21 remember but apparently there was and I knew  
22 at the time.

23 Q. Do you know if that \$75,000 payment  
24 was ever made?

25 A. I would assume because I do know he

Charles Azrak

109

paid in more than that in total.

Q. If the monies went to Ringer Jeans Apparel would they, at some point, made their way to Ringer Jeans, to your knowledge?

A. They must've been. And again, this is before I owned the companies, but I mean, I would have to assume.

Q. I'm going to scroll down to page 4 of this e-mail chain and it's an e-mail dated 02/20/2018 and it's from Gabe Zeitouni to Alex.

At this point, in February of 2018 -- we sort of touched on this before also -- how long have they been in communication with each other, meaning Alex and Gabe?

A. Like I said, we were in conversation. I introduced them in early 2018 if I'm not mistaken.

Q. So, at this point, they have not been friends, they had not been colleagues for years? This is pretty new --

A. No, no, no, no, no, no. They met, their whole -- the span of their relationship, the whole thing was a year from

1 Charles Azrak 110

2 start to finish.

3 Q. Now there is a reference here from  
4 this e-mail from Zeitouni to Mr. Zhao, it  
5 says, we are excited, our sample line is not  
6 great but acceptable.

7 Do you know what he is talking  
8 about there?

9 A. I believe this is in reference to  
10 our initial Tahari design launch.

11 Q. When was the Tahari line launched  
12 actually?

13 A. It would be now. It would be  
14 around this time.

15 Q. So the sample line, you create  
16 samples and you hope that somebody like  
17 T.J. Maxx buys off the samples and then it  
18 goes into production; is that accurate?

19 A. Yes. In a nutshell, yes.

20 Q. Let's go to the next exhibit which  
21 is 17. This is Zhao Exhibit 17.

22 Once again it says, there's an  
23 e-mail here confirming receipt of payment.

24 Now, in this e-mail, it says  
25 there's a reference to very much needed

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

111

balance of 50K.

Was Ringer Jeans in early 2018  
having an issue about lack of funds?

A. We were always, always tight on  
funds because of the payment terms with our  
customers. I mean, we don't get paid for 90  
days. So, I mean, it's always a constant --  
it's always a constant workaround cash flow  
issues. But the company was not in distress.  
It's just it's always at the brink of its  
availability.

Q. The goods are manufactured for  
Ringer Jeans, you pay the manufacturer, many  
times the manufacturer is paid before you are  
paid by T.J. Maxx?

A. Almost always.

Q. At least that's the cash flow  
problem?

A. Unless you have a high margin  
because like I said, we use an asset-based  
lender and we are getting a percentage of  
that forwarded to us. But if your margin is  
20 percent like ours, the spread is not large  
enough until you receive the balance.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak* 112

Q. Is that still the case today in 2022?

A. Yes.

Q. I'm going to go to what has been marked as Exhibit 19.

So, once again, this was pre-marked as Zhao Exhibit 19 and this is a seven-page e-mail chain from starting in, looks like around July of 2018. I'm going to ask you questions on Page 6.

Page 6 is an e-mail from, it looks like from you to Alex.

Do you have any recollection of drafting this e-mail in June 2018?

A. I'm reading. I mean I don't recall sending this specific e-mail. I do recall some of the contents of it.

Q. There's a reference here about being tight on cash flow.

Is that what you were just discussing just before?

A. Yes.

Q. What is this reference to Sinosure, S-I-N-O-S-U-R-E?



Charles Azrak

113

1  
2           A.       This is different and unrelated.  
3       Alex, Mr. Zhao had mentioned to us a few  
4       times that he can help us get an increase  
5       credit line with Sinasure. Sinasure is a  
6       China-based insurance -- Hong Kong-based --  
7       I'm sorry, insurance company that many, many,  
8       many, many suppliers based out of China try  
9       to get their orders covered and insured by  
10      Sinasure. It's a very important thing.

11                   At this time, he applied for a  
12      credit and he didn't get it. He couldn't get  
13      any for Ringer Jeans. So he said that he had  
14      a contact there that can give us some  
15      information on how we can get it cleared up.  
16      So he was trying to help us do this.

17           Q.       You had referenced earlier about  
18      that you believe the purchase orders were in  
19      different company's names.

20                   Did it have anything to do with  
21      Sinasure?

22           A.       Sinasure is one of the insurance  
23      companies. So I did mention that he was not  
24      able to get enough credit for Ringer Jeans,  
25      which is why he used those other entities.

1 Charles Azrak 114

2 So it's not the same, it's not the  
3 same thing, but yes, the Sinosure issue with  
4 Ringer Jeans listed here that the credit line  
5 is all used up is what created that issue.

6 Q. Were you aware that that was being  
7 done as far as the change in the purchase  
8 orders for insurance purposes?

9 A. We were made aware, I believe,  
10 after the fact. We knew he was applying to  
11 see if they had any credit and to see what  
12 could be done or whatever. But that happened  
13 later. We were not made aware.

14 Q. Did Ringer Jeans have any objection  
15 to that at the time it was made aware?

16 A. I have a few objections with it now  
17 because of how it was used, and we did not  
18 know other things. I don't really -- I can  
19 elaborate on that if --

20 Q. Yes.

21 What are the objections? I want to  
22 know your position, Ringer Jeans' position on  
23 that.

24 A. We were unaware that orders are  
25 being placed with factories that were not

1 *Charles Azrak* 115

2 under the ownership of Mr. Zhao. And using  
3 those entities to do so was not something  
4 that we had discussed.

5 Q. Let me sort of break that down.

6 So it was the understanding of  
7 Ringer Jeans that all the goods were being  
8 manufactured by factories that were basically  
9 under the ownership of Mr. Zhao?

10 A. Companies that were under the  
11 ownership of Mr. Zhao, yes.

12 Q. Did you learn something differently  
13 at some point in time?

14 A. After we were served a lawsuit,  
15 yes.

16 Q. But not before?

17 A. No.

18 Q. But you had mentioned something  
19 about changing the purchase orders. Is that  
20 related to this issue at all?

21 A. I mentioned changing the name of  
22 the company on the purchase order. That was  
23 in regard to the credit insurance name that  
24 we just discussed.

25 Q. And Sinosure is one of the

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

116

insurance companies?

A. Yes, sir.

Q. Let me see if I can understand this.

How would changing the name on a purchase order satisfy Sinasure to your understanding?

A. So I'm not very clear on how it all works. I will tell you that Mr. Zhao understood it very well. But it seems like different companies get different coverages which is understandable, but even companies that do not have history also get certain coverages. So I think that was, I think that's why it was done.

Q. What is the insurance? This is a company that insures the goods in case it's damaged at some point in the process?

A. No. They guarantee payment to the supplier.

Q. I'm going to put before the witness what has been marked as Exhibit 20. It's Zhao deposition Exhibit 20.

This is an e-mail, looks like

1 Charles Azrak 117

2 August 17, 2018, and there is some discussion  
3 about the monies being paid or request for  
4 monies.

5 Do you have any knowledge of these  
6 e-mails, this e-mail here?

7 A. I mean, I was on it. I guess, I  
8 was aware of it at that time. Yes.

9 Q. I'm going to put before the witness  
10 what has been marked as Exhibit 6. So now  
11 I'm going to shift gears a little bit.

12 I'm going to start walking you  
13 through e-mails that are sort of quote  
14 unquote "contemporaneous" with the issues  
15 that deal with not the investment issue but  
16 more with the good aspect of the case.

17 So I'm going to walk you through  
18 these e-mails?

19 One of the earliest e-mails that I  
20 see consist of this chain which, as I said,  
21 is Exhibit 6.

22 Have you seen -- I know it's hard  
23 to see it because you can't see it in person.

24 It's a 10-page e-mail, but do you  
25 recall at some point in time that T.J. Maxx

1 Charles Azrak 118

2 notified somebody from Ringer Jeans about  
3 issues with the goods?

4 A. Yes.

5 Q. And I can scroll through this.

6 Have you see this e-mail before?

7 I'm looking at pages 10 up through 9.

8 Have you see this before?

9 A. Yes, I definitely have. Yes.

10 Q. Do you know what the TY sample is  
11 versus the LY sample?

12 A. This year sample is TY. Last  
13 year's sample is LY.

14 Q. The last year sample, who made the  
15 last year sample?

16 A. We had multiple different  
17 suppliers, not Fashion Leaf. They came on at  
18 the tail-end of 2018.

19 Q. Were there any Tencel products --  
20 you might have answered this but let me put  
21 it in context.

22 Were there any Tencel products that  
23 were provided to T.J. Maxx in this timeframe;  
24 meaning, fourth quarter 2018 that came from  
25 someone other than Fashion Leaf?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

119

A. No, we switched it over in the middle of that year.

Q. Middle of 2018?

A. Yes.

Q. Do you know who took these photographs, the ones that are attached to Exhibit 6?

A. I can't tell you exactly. I will tell you that there are issues like this like when we get these types of packets from T.J. Maxx. There was a woman named Joy Tina that used to always do it.

Q. Is getting a document from T.J. Maxx regarding problems with the goods, is something that was unique during the time period?

A. Extremely unique and never at this level. This was a special case.

Q. There's an e-mail from -- I'm looking at the bottom of Page 2 of this exhibit and it starts with an e-mail of February 11, 2019 at 4:34 p.m. from Lauren DesLauriers, D-E-S-L-A-U-R-I-E-R-S to Nathan Alderson.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

120

Have you seen this e-mail?

A. Yes, probably. It's Lauren DesLauriers. She was our buyer at T.J. Maxx.

Q. So she's a T.J. Maxx buyer who buys from Ringer Jeans?

A. Yes.

Q. Who is Nathan?

A. Nathan was, he was basically the head of logistics for us.

Q. If he works for Ringer Jeans, why is he Nathan@maxxjeans?

A. All of the actual e-mail addresses were all Maxx Jeans. They were not Ringer Jeans.

Q. Why is that; do you know?

A. No. I mean, it was before I got involved. It was just set up that way.

Q. Is Maxx Jeans a separate company?

A. No. Maxx Jeans is the brand that we were operating.

Q. Right, but you obtained a license for that brand, correct?

A. Correct.

Q. Was the license from someone named



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

121

Max also.

A. Leon Maxx, yes.

Q. Is that a company or an individual?

A. Leon Maxx is an individual and the company.

Q. So the company Leon Maxx is who licensed the Maxx Jeans name to use?

A. Yes.

Q. Did everyone at Ringer Jeans use the Maxx Jeans or only those who worked under this license?

A. At this time, everyone used Maxx Jeans.

Q. To your knowledge, is this the first time -- when I say first time, I mean this February 11th e-mail that Ringer Jeans was advised of problems with these goods?

A. Can I trouble you to scroll down?

Q. The only thing down are the photos.

A. I don't believe it was first time because I believe, if I remember properly, the first time was via phone call if I remember correctly. I don't believe this was the first time, no. But it was not much

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

122

before this.

Q. Let me put it in context. I went through the e-mails, I don't recall seeing an earlier e-mail.

But you believe there was a phone call before the e-mails?

A. Yes. I remember a phone call only because I remember Mr. Zeitouni going crazy about the phone call.

Q. But it would have been, to your -- so this is Monday, February 11th, do you know when the phone call would have been?

A. Maybe a week or two before.

Q. And you said "Mr. Zeitouni was going crazy."

What did he discuss with you?

A. Nothing. He was just having a heart attack that the business was in jeopardy.

Q. Did he discuss at the point in time anything to do to try to rectify the situation?

A. We were trying to get a meeting with Lauren DesLauriers and her boss, Arlene

1 Charles Azrak 123

2 Langone, to try to figure out what we could  
3 do to, I guess, insulate the situation and  
4 forward.

5 Q. Why was it -- I mean, if I  
6 understand correctly, at that point in time  
7 you're one of many consultants.

8 Why did you become the point person  
9 as far as this issue?

10 A. Because I ran sales and purchases.

11 Q. I thought that Ringer Jeans had  
12 many consultants and many people at the same  
13 level as you. It's not like you're higher up  
14 than most other people.

15 A. No. Oh, I'm sorry. I'm sorry if I  
16 inferred that. That's not what I meant.

17 Other than the financial people, I  
18 was reporting directly to ownership.

19 Q. In February 2019, how many people  
20 worked for Ringer Jeans?

21 A. Can I give an approximate?

22 Q. Of course.

23 A. Maybe 15.

24 Q. Was there anyone above you other  
25 than ownership?

1 Charles Azrak 124

2 A. I would say there were maybe two  
3 people parallel to me.

4 Q. Did they have any involvement with  
5 these issues with T.J. Maxx?

6 A. So Nathan Alderson on this e-mail  
7 is one of them. He kind of ran the  
8 logistics. And then on the finance side,  
9 also parallel to me but not on this issue  
10 here, was David Zeitouni.

11 Q. Can you spell that for the court  
12 reporter, please?

13 A. I'm sorry?

14 Q. Can you spell that for the court  
15 reporter?

16 A. Oh, yes, sure. Z-E-I-T-O-U-N-I is  
17 the last name. David is the first name.

18 Q. Oh, I'm sorry, is that Gabriel's  
19 son?

20 A. Brother.

21 Q. Okay, I'm sorry.

22 And then everyone else would be a  
23 level below you then?

24 A. Yes.

25 Q. Let's go to the bottom of Page 1.

1 Charles Azrak 125

2 There's an e-mail on February 12,  
3 2019, from you to Alex.

4 Do you see this e-mail?

5 A. Yes.

6 Q. There's other people copied on  
7 that.

8 Who is this -- I guess I should  
9 know this -- who is Chris?

10 A. Chris and Walden were two people  
11 that also worked for Fashion Leaf. I do not  
12 know what their roles were specifically, but  
13 that's who they -- I believe Walden was  
14 exports for them. I don't remember what  
15 Chris did.

16 Q. But the "to" line which is Alex,  
17 someone in Chinese, Chris and Walden, those  
18 are all people at Fashion Leaf?

19 A. Yes, sir.

20 Q. Do you know who the Chinese person  
21 is? Is that Alex's Chinese name?

22 A. No, it's Zoey.

23 Q. Zoey Wang?

24 A. I believe that was her last name,  
25 yes.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

126

Q. And Nathan you testified to and Gabe you testified about.

Who is Eko Wang?

A. Yes, Eko Wang managed imports for Ringer Jeans. So she was like, she was the counterpart to what Walden was doing.

Q. So she worked at Ringer Jeans?

A. Yes.

Q. Now, it says that, this is your e-mail, they say they have frozen our jacket business due to poor quality.

Is that when T.J. Maxx froze Ringer Jeans jacket business?

A. Yes.

Q. It says we begged and pleaded with Fashion Leaf so many times.

Can you explain that in any more detail?

A. Yes, sure.

We had constant small issues with them, mainly it was -- there's this thing called a tunnel that we had on a ton of our jackets were always crooked. There were seams in the back that were always crooked.

1 Charles Azrak 127

2 Things that were notated also in that picture  
3 packet we just went through. It was just me  
4 just telling them that, you know, we've  
5 spoken about this multiple times and this is  
6 the phone call we got from T.J. Maxx.

7 Q. Did Ringer Jeans have the ability  
8 to reject the goods before they were shipped  
9 due to quality issues?

10 A. So that in this case was the job of  
11 Fashion Lease and our, like I said, our  
12 quality control representatives were not  
13 allowed on the premises.

14 Q. If they were not allowed on the  
15 premises, why didn't Ringer Jeans pull the  
16 plug on the shipments?

17 A. What shall we do, cancel it and  
18 just leave it there? We trusted our agent  
19 who is supposed to be handling quality  
20 control especially after they did it well for  
21 the bunch of shipments, was doing it  
22 properly.

23 Q. It says that you went to the store  
24 this afternoon.

25 What store did you go to?

1 *Charles Azrak* 128

2 A. It must be the T.J. Maxx on 16th  
3 Street in Manhattan.

4 Q. So you went to that store, look for  
5 the goods that would have been basically sold  
6 by you, Ringer Jeans to T.J. Maxx, and on  
7 those goods, you noticed all these problems?

8 A. Yes. I don't know if we have it  
9 here or handy, I took pictures and sent  
10 e-mails of them to Mr. Zhao and Zoey I  
11 believe at a later date as well unless it's  
12 on here. Oh, and I'm sorry, Mr. Zhao also  
13 flew back to the US to come see them.

14 Q. Did you meet with Mr. Zhao at all  
15 in the US?

16 A. Yes.

17 Q. Did you meet with Mr. Zhao at all  
18 in the US during this time period?

19 A. He came right after this.

20 Q. Did you meet with him?

21 A. I did, Gabe did, everybody did. It  
22 was a massive meeting.

23 Q. When was that meeting, do you know?

24 A. It would have to be close to this  
25 e-mail.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

129

Q. Where was that meeting held?

A. In our office like always.

Q. What was discussed at that meeting?

A. Going through the issues, going through what happened and trying to see what can be done.

Q. Was a plan ever formulated to try to take care of this issue at that meeting?

A. There was really no way through it.

Q. Was the meeting, I guess, contentions between Alex and Gabriel?

A. I'd like to say I think it was as cordial as it could have been for such a case.

Q. Zoey Wang, have you spoken -- do you know who she is?

A. She was our main contact for the Tencel program at Fashion Leaf.

Q. Do you know what company she worked for specifically?

A. Fashion Leaf.

Q. Do you know if she ever worked for another company or it is your understanding she worked directly for Fashion Leaf?

1 *Charles Azrak* 130

2 A. My understanding is Zoey at Fashion  
3 Leaf worked for Fashion Leaf. I don't know  
4 what she did otherwise.

5 Q. Do you remember seeing this e-mail,  
6 I'm looking at now this e-mail from  
7 February 12, 2019 at 5:29 p.m.? Have you  
8 seen that e-mail?

9 A. Yes.

10 Q. Did you have any discussion with  
11 Zoey about this e-mail?

12 A. I have never spoken to Zoey outside  
13 of the e-mail. Actually, that's not true.  
14 I'm sorry. Strike that. Strike that. She  
15 did come with Alex one time to the United  
16 States. I don't remember when it was exactly  
17 to be completely honest. I just remember I  
18 did meet her once face-to-face.

19 Q. How many times have you met with  
20 Alex face-to-face, Alex Zhao?

21 A. Many.

22 Q. How many times after this issue  
23 arose?

24 A. I would say maybe between five and  
25 ten times.

1 Charles Azrak 131

2 Q. Did you ever travel to China for  
3 this issue?

4 A. No.

5 Q. So all those meetings were in the  
6 US then?

7 A. Yes, sir.

8 Q. We'll move onto the next exhibit  
9 which is Zhao Exhibit 7. So this was  
10 pre-marked at Mr. Zhao's deposition as  
11 Exhibit 7. It is another e-mail chain that  
12 covers the time period of February 13th back  
13 to February 11th. Just go through this  
14 e-mail. Page 2 of the e-mail. Page 3 and 4  
15 are other prior e-mails anyway. This is an  
16 e-mail from Zoey, and some of this we've  
17 discussed already, but you've seen this  
18 e-mail before, right? It's February 12th at  
19 5:30. I think it was in the other e-mail  
20 anyway?

21 A. Yes, it was.

22 Q. Let me just ask some questions.

23 There's a reference to the second  
24 half of last year (as read) we have many  
25 production lines in different factories in

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak*

132

different cities.

Did you discuss this issue with either Zoey or Alex?

A. What do you mean "by discuss the issue"?

Q. About Fashion Leaf using different factories?

A. To subcontract in China is not out of the ordinary at all and that can be for sewing, cutting, everything. That is not really something that is out of the ordinary. The problem here is where she says our whole QC members did not supervise the factories well -- that's the problem.

Q. Did Fashion Leaf ever provide to you or Ringer Jeans a satisfactory explanation as to why there were these issues with the goods?

A. No.

There were just multiple e-mails, mainly from Zoey, I guess clarifying what the issues were and trying to put some type of info up where the issues were.

I believe there was about \$1.3

1 *Charles Azrak* 133

2 million worth of goods that she sent us an  
3 e-mail saying that she was aware of the  
4 issues. But that was really, that was really  
5 it.

6 Q. And this is sort of obvious, just  
7 so I'm clear, after this point there were no  
8 more purchase made by Ringer Jeans from  
9 Fashion Leaf, correct? This was the end of  
10 it?

11 A. That's correct.

12 Q. Now, if we scroll of to this e-mail  
13 that comprises the bottom of the first page,  
14 and for the record we're still on Exhibit 7,  
15 Zhao Exhibit 7, there's an e-mail from Nathan  
16 and this is to Zoey and you. It says, it  
17 references a full W-H-S audit.

18 Is that a warehouse audit?

19 A. Yes.

20 Q. Was that ever done?

21 A. No, because she gave -- if you  
22 scroll upward a moment and you'll see her  
23 response. She was trying to say that the  
24 issue was segregated to these units.

25 Q. So Zoey was indicated only a

Charles Azrak

134

limited number of items were defective?

A. In this e-mail, yes. There's a subsequent e-mail, I don't recall just when, where she lists a much grander list, that it wasn't just, in fact limited to this style and these colors.

Q. Did you ever make a determination as to what percentage of these goods were actually defective?

A. So, yes. We started, what we did was we started doing spot checks, opening up certain cartons and doing certain things of goods that weren't yet shipped, and we found issues were constant, for lack of a better word.

Q. I don't know the industry, in other words, will T.J. Maxx do a return if it's 1 percent bad, 50, does it need to be 50 percent?

Do you have an idea as to what -- in T.J. Maxx's language -- what percentage of goods wouldn't be up to standard?

A. That's a very good question.

The only way I can answer that is

1 *Charles Azrak* 135

2 that I've been in this business, like I said,  
3 for about 17 years. Not myself nor anyone  
4 I've spoken to in the business has ever taken  
5 a return from T.J. Maxx of anything near this  
6 scale. So whatever it was, it was definitely  
7 not good and not up to their standard.

8 Q. You had mentioned that you were  
9 able to sell some of these goods, and I'll  
10 get to it eventually, there was a liquidation  
11 chart.

12 Do you know what percentage of the  
13 goods you were able to resell or would you  
14 need to look at the chart?

15 A. Honestly, I'd have to look at the  
16 chart. I know the largest sell-offs in terms  
17 of quantity occurred to national stores.

18 Q. Did they have lower standards?

19 A. Yes, they have much lower  
20 standards. They're not even in business  
21 anymore actually. I believe we were selling  
22 the jackets for 5 and \$6.

23 Q. Did somebody ever go through on  
24 Ringer Jeans' end, a sampling of the goods to  
25 determine what percentage was defective?

Charles Azrak

136

A. Yes.

Like I said, we did a ton of carton spot checks and it was constant. We couldn't, there was no way, other than doing a full scale reopening of every single garment, repackaging, going through all of that than to really do it, but it was more than enough to see that there was an underlying issue.

Q. What were the major problems that you noticed with the goods?

A. The biggest problems were and you know, not to get in the nitty-gritty of some crooked sewing, but crooked sewing was there a lot, holes in the fabric, which is a fabric deformity obviously.

The name labels, where they're sewed in at the neck, were coming through and peeling through the backsides of the garments, uncut stitches were all over the place, loose stitching, but that's not the end of the world.

Another major issue was the colors. We would open up a carton and there would be



1 *Charles Azrak* 137

2 navy blue and half of the units weren't navy,  
3 they were a light blue or a medium blue. It  
4 was just not acceptable.

5 Q. Who applies the color to the  
6 garments? Where is that done on the process  
7 end? Is that Fashion Leaf?

8 A. So, yes. These were garments are,  
9 these things were what they called  
10 garment-died. So they're not purchased from  
11 the mill already with a certain color. They  
12 actually make the item and then they dye.

13 Q. So it's dyed toward the end of the  
14 process?

15 A. Yes.

16 Q. That's still something that was  
17 done in China?

18 A. Yes.

19 Q. This list that was put together by  
20 Zoey that's on Exhibit 7 that we're looking  
21 at, just so we're clear, it your  
22 understanding that at some point this list  
23 increased?

24 A. Yes.

25 Q. And just so I understand, this list

1 Charles Azrak 138

2 has -- that is the purchase order. So the  
3 809 would be a purchase order?

4 A. Yes.

5 Q. And then we have a style and then a  
6 color, correct?

7 A. Correct.

8 Q. But there is no other, there is no  
9 invoice number on these or carton numbers on  
10 her list, correct?

11 A. Not that I see, no.

12 Q. At some point would you be able to  
13 track what these items were based upon her  
14 list or you would need more information?

15 A. No, it's trackable. But no, I  
16 think she is referencing here, despite  
17 reading the e-mail quickly, I think she's  
18 referencing goods that were not yet shipped,  
19 I believe right. (As read) Please kindly see  
20 below detail which the goods come from the  
21 same factory.

22 Q. So you think these were not shipped  
23 yet?

24 A. I believe so, just from reading  
25 this.

1 Charles Azrak 139

2 Q. Let's go to the next exhibit which  
3 is going to be Exhibit 8.

4 This is a document that your  
5 attorney was kind enough to pre-mark to save  
6 us all a boatload of time. This is Exhibit  
7 8. So it's Zhao, it was pre-marked as Zhao  
8 Exhibit 8. I'm going to be asking you some  
9 questions about this.

10 So this is just a day or two later.  
11 We now have e-mail chain that's February 14th  
12 back to February 12th, 2019. I'm not trying  
13 to be tricky; if we were in person I'd simply  
14 hand you the document so you can look it  
15 over, but we'll do the best we can do.

16 Do you remember receiving this  
17 e-mail on February 14th?

18 A. Yes, and I believe this is the  
19 e-mail I was referring to that had a much  
20 wider range of listed issues.

21 Q. It looks like, and correct me if  
22 I'm wrong, that Zoey was checking some of the  
23 goods herself and said 85 percent of the  
24 goods all are good.

25 Do you remember at some point in

Charles Azrak

140

time that Zoey had actually checked some of the goods herself?

A. What was odd about this situation is that we are being made aware of this only after we went back with the issues from T.J. Maxx. And all of a sudden she's coming out with all these things that most have the main label tear, which was the issue that I referenced, loose thread, crooked tunnel which is what I mentioned before also. And I don't know if she actually inspected herself, but I mean she is listing here that she went through the inspection reports from the QC and all these issues were there.

Q. I guess what I'm also trying to find out is from Ringer Jeans' perspective, when you receive this e-mail, is your mindset, okay, what she is telling us is satisfactory or is your mindset we don't believe what she's telling us; this is still not satisfactory?

A. The truth, my head hit the ceiling. If you read a little bit further she goes into well, I'm sorry. If you go up a little

1 *Charles Azrak* 141

2 bit, I mean she's stating in her e-mail  
3 there's problems but in this one, 85 percent  
4 are good. That's not good. That is  
5 unacceptable especially for this price point.  
6 Like we said, this is not an inexpensive item  
7 for anyone.

8 Q. There's an e-mail, I'm scrolling  
9 down, once again it's a little tricky but  
10 I'll do the best I can do. I'm scrolling  
11 down to a page on a page that has 53 on the  
12 top left and is an e-mail -- I don't read  
13 Chinese, but it looks like this is an e-mail  
14 from you, I'm looking at the bottom of this  
15 page, to Alex, just the way the formatting  
16 is?

17 A. Yes, yes.

18 Q. It looks like you have a list of  
19 questions. Let me just go through this.

20 RTV is what, return to vendor?

21 A. Yes, sir.

22 Q. Just to put us in the same mindset,  
23 this e-mail is drafted February 14, 2019.  
24 The concept return to vendor was something  
25 you never dealt with before?

1 *Charles Azrak* 142

2 A. Not with T.J. Maxx.

3 Q. But you've dealt with it with other  
4 vendors?

5 A. Yes, like Macy's does that from  
6 time-to-time, Dillard's, from time-to-time.

7 Usually department stores that are  
8 small specialty trades, never a discounter.

9 Q. Since then, have you ever dealt  
10 with an RTV from T.J. Maxx?

11 A. No.

12 Q. Was this the biggest, in your  
13 history of working in the garment issues, is  
14 this the biggest return to vendor you've ever  
15 dealt with as far as quantity wise?

16 A. I don't think I've taken a return  
17 for more than \$50,000 ever. This one was  
18 over a million, just to put it into scope.

19 Q. You have some questions here. I  
20 know this is three and a half years ago.

21 Do you know if these questions were  
22 answered?

23 A. Yes, this is what Zoey responded  
24 to; isn't it?

25 Q. I'm not sure on the context. They

Charles Azrak

143

1  
2 may be out of order, but did you raise some  
3 questions that Zoey may have responded to?

4 A. I think Zoey's response to this was  
5 where she listed that one style in the  
6 multiple colors before.

7 Q. Going down the page, there's a  
8 February 13th e-mail from Lauren to Nathan  
9 and you. What steps, if any, were taken on  
10 Ringer Jeans end to try to basically prevent  
11 the return to vendor, if any, could have been  
12 done?

13 A. What we offered to do was to give  
14 them a mark down so they can liquidate the  
15 units at a cheaper price. They took the  
16 approach that if it wasn't on their selling  
17 floor yet they did not want to have  
18 substandard product. So if it wasn't on the  
19 actual selling floor they returned it and  
20 then asked -- well demanded -- also to  
21 liquidate what was on their floor.

22 Q. So correct me if I'm wrong, goods  
23 that already made its way to T.J. Maxx's  
24 floor were not returned, they were just  
25 discounted?

1 Charles Azrak 144

2 A. Actually on the selling floor, yes.

3 Q. Any good other than on the selling  
4 floor was returned to you?

5 A. Yes.

6 Q. And returned to Ringer Jeans means  
7 what? It goes back to the warehouse?

8 A. Yes.

9 Q. Is that the warehouse in California  
10 or is there another warehouse?

11 A. Same warehouse. Actually, a small  
12 amount might have gone to our warehouse in  
13 New Jersey which is a sister warehouse -  
14 well, it's also owned by the same people we  
15 use in California.

16 MR. NASH: Sorry to  
17 interrupt.

18 Charles had sent me a text,  
19 if we could adjourn for the day  
20 around 3 o'clock --

21 THE WITNESS: Oh, we spoke.

22 MR. NASH: Oh, you did  
23 speak?

24 THE WITNESS: Yes.

25 MR. NASH: There you go.



1 Charles Azrak 145

2 MR. CASSELL: In fact, I'm  
3 going to adjourn after this  
4 document which I'm almost done  
5 with. So let me finish upon this  
6 document.

7 BY MR. CASSELL:

8 Q. I had not sat down yet and  
9 calculated all the units, but there's a list  
10 in here, return to vendor units 87,451. I  
11 thought the total units was in the hundreds  
12 of thousands.

13 Is this all the units or is this  
14 just a small percentage or you just don't  
15 know?

16 A. No, the total return, the return  
17 was -- no, no, no, no.

18 The hundreds of thousands,  
19 Mr. Cassell, is the return, the mark down and  
20 the cancellation of future purchase orders.

21 Q. When it says return to vendor  
22 87,451, is that all the units that were  
23 returned or at some point in time, because  
24 this is still February 13th, were more units  
25 returned or is that the actual number?

Charles Azrak

146

1  
2 A. I don't recall offhand. We can  
3 pull it from what we provided. But that  
4 could be -- that could be the units. I'm  
5 just counting up the dollars in my head, but  
6 that could be the units.

7 Q. Only because I thought the units  
8 were north of 100,000 units.

9 But if that is your understanding  
10 of the total units that were returned?

11 A. I believe the return was \$1.2  
12 million. So if we're taking an average price  
13 of about 15 bucks, right, this could make  
14 sense.

15 Q. Got it.

16 Now, there's a discussion here, and  
17 we're almost done, at the bottom of this  
18 page, it's a February 12th e-mail. It's from  
19 Nathan to Lauren. There's a reference to  
20 stopping by stores and inspecting.

21 Were you part of this?

22 A. Yes. I went to the one store in  
23 Manhattan like I said earlier. We had a  
24 bunch of our employees go to stores near  
25 their homes on the way home to see what they

1 Charles Azrak 147

2 could see and what they could find.

3 Q. There's a reference here letter C,  
4 leaving for California, the design team. Is  
5 that --

6 A. Where is that, sorry.

7 Q. Letter C.

8 A. Yes. This is when they did that  
9 spot check that I referenced. We sent three  
10 people, maybe two people out there.

11 Q. Just so I'm clear, based upon the  
12 spot check was it your understanding that  
13 T.J. Maxx was overreacted or was it your  
14 understanding that these goods had to be  
15 returned or you just don't know?

16 A. We found enough for sure -- you  
17 know what, I think the overreacting was  
18 canceling everything going forward from their  
19 end, you know, not giving us the chance to  
20 try to make good on a business that was so  
21 successful. But for what we saw on their  
22 floor, aside from what was even in OS, but  
23 what I saw on their selling floor, it just  
24 was not up to standard.

25 And, again, the issue here that I

1 Charles Azrak 148

2 have to also say, a lot of the issue here was  
3 the price because these are jackets that  
4 we're buying for \$15 and \$19, T.J. Maxx is  
5 paying 20 and 25. That's a lot of money for  
6 a jacket, for an unfilled jacket or a vest to  
7 pay for out of China. And it's even more  
8 considering T.J. Maxx paying that much also  
9 for an item. So when you have issues like  
10 this, coupled with the fact that they are  
11 "expensive," makes it so much worse.

12 MR. CASSELL: We're going to  
13 break for the day with the  
14 understanding that Mr. Azrak will  
15 come back on another day and I  
16 appreciate everyone's time.

17 MR. NASH: Can we just talk  
18 about that, Mike?

19 MR. FILARDO: Yes, let's  
20 talk about it, Kevin.

21 MR. CASSELL: Mr. Azrak, you  
22 can go.

23 You're done.

24 MR. FILARDO: Mike, are you  
25 done with Mr. Azrak or you still

1 Charles Azrak 149

2 have more?

3 MR. CASSELL: I have more,  
4 but not a ton more.

5 MR. FILARDO: How much time  
6 do you need?

7 MR. CASSELL: Maybe an hour.

8 MR. FILARDO: Because,  
9 Kevin, I would estimate 3 to 4  
10 hours.

11 MR. NASH: I don't know how  
12 that's possible, but...

13 MR. CASSELL: I'm just  
14 getting to the surface.

15 MR. FILARDO: We'll see.

16 MR. NASH: I think Mike did  
17 a fabulous job. He walked him  
18 through everything. So let's do  
19 this, what is Wednesday, Wednesday  
20 is the first day after the holiday.

21 What date is that?

22 MR. FILARDO: Wednesday is  
23 not good for me.

24 MR. CASSELL: Send a letter  
25 to the court.

1 Charles Azrak 150

2 MR. FILARDO: Are you going  
3 to do it? You're the plaintiff.

4 MR. CASSELL: I guess --

5 MR. NASH: What do you want  
6 to do?

7 MR. CASSELL: If you guys  
8 can start it, I'll review it.

9 Do you have time to draft  
10 it?

11 MR. NASH: We'll review it.  
12 I'll send you something to send  
13 over.

14 Okay?

15 MR. FILARDO: Keep in mind  
16 there's also the status conference  
17 on Tuesday.

18 So what I would suggest is  
19 in that letter to try to adjourn  
20 that status conference as well  
21 until after the deposition is done.

22 In fact, if we can do the  
23 deposition on Tuesday --

24 MR. NASH: We can't.

25 MR. FILARDO: How about

1 Charles Azrak 151

2 Thursday?

3 MR. CASSELL: What's the  
4 matter with Tuesday? It's a  
5 holiday?

6 MR. NASH: Tuesday is the  
7 holiday. Simchat Torah, Mike.

8 MR. CASSELL: I'm Jewish. I  
9 don't know any of these holidays.

10 MR. NASH: Really?

11 MR. CASSELL: Yes, I should  
12 have stayed with --

13 MR. NASH: I want you to  
14 continue the deposition with a  
15 yarmulke on, okay?

16 MR. CASSELL: So Tuesday is  
17 no good.

18 Wednesday is no good?

19 MR. FILARDO: Wednesday is  
20 no good for me; not for any  
21 religious observance reason.

22 MR. NASH: We got by  
23 Columbus Day.

24 MR. FILARDO: We did. We  
25 absolutely did.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak* 152

MR. CASSELL: I have  
Thursday, but I'm going to be out  
of the office in the morning. I  
couldn't start until like 1:00 to  
be safe.

I'm up in the Bronx  
presently --

MR. NASH: Let me ask you a  
question, it wasn't terrible these  
late afternoon/evening deposition.  
They're not terrible.

MR. CASSELL: I don't mind  
it. I'm usually in the office late  
anyway.

MR. NASH: Are you okay,  
yarmulke?

MR. FILARDO: Yes, that's  
fine. If we start at noon that's  
fine --

MR. NASH: No, why don't we  
start it at 3:00 and we will work  
until we're done. Those late  
afternoons are not terrible.

MR. CASSELL: Can we start a



1 Charles Azrak 153

2 little earlier?

3 MR. FILARDO: Okay, 2:00.

4 I would do 2:00.

5 MR. CASSELL: 2:00 on

6 Thursday?

7 MR. NASH: Yes.

8 MR. CASSELL: 2:00 is good.

9 Actually, I agree with  
10 Kevin; I sit here during the day  
11 and get 75 e-mails.

12 Actually, starting later for  
13 me, I don't mind it at all. I get  
14 so many less e-mails after  
15 5 o'clock.

16 MR. FILARDO: It's fine.

17 MR. CASSELL: 2 o'clock on  
18 Thursday?

19 MR. FILARDO: Let's do  
20 2 o'clock on Thursday.

21 MR. NASH: Okay.

22 MR. CASSELL: And you will  
23 draft a letter, Kevin?

24 MR. NASH: Yes, I'll send it  
25 over to you, Mike.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak* 154

MR. CASSELL: I agree, if we  
can adjourn that conference next  
week that would free up --

MR. FILARDO: We don't want  
to be in front of this judge  
without finishing this deposition.

MR. NASH: We're almost  
there. It was an easy deposition.  
He answered all your questions. He  
knew the stuff.

MR. FILARDO: I think he's  
very cooperative.

(Continued on next page to  
accommodate jurat.)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

*Charles Azrak* 155

MR. CASSELL: Okay. So  
we're on 2 o'clock Thursday.  
Thank you, everyone.

-o0o-

(Whereupon, the examination  
of CHARLES AZRAK was adjourned at  
3:04 P.M.)

---

CHARLES AZRAK

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2022.

---

NOTARY PUBLIC

I N D E X

<u>WITNESS</u>	<u>EXAMINATION BY</u>	<u>PAGE</u>
CHARLES AZRAK	MR. CASSELL	7

EXHIBITS

<u>PLAINTIFFS'</u>		<u>PAGE</u>
11	Second Amended Complaint	49
12	Answer to the Second Amended Complaint	63

C E R T I F I C A T E

I, OLGA RAPTIS, a Notary Public within  
and for the State of New York, do hereby  
certify:

That the witness(es) whose testimony  
is hereinbefore set forth was duly sworn by  
me, and the foregoing transcript is a true  
record of the testimony given by such  
witness(es).

I further certify that I am not  
related to any of the parties to this action  
by blood or marriage, and that I am in no way  
interested in the outcome of this matter.

*Olga Raptis*

---

OLGA RAPTIS

WITNESS: CHARLES AZRAK



WITNESS: CHARLES AZRAK

---



<b>\$</b>	<b>12th</b> <sup>[4]</sup> - 82:5, 131:18, 139:12, 146:18 <b>13</b> <sup>[5]</sup> - 56:4, 100:16, 100:17, 100:22, 107:3 <b>1384</b> <sup>[1]</sup> - 24:3 <b>13th</b> <sup>[3]</sup> - 131:12, 143:8, 145:24 <b>14</b> <sup>[11]</sup> - 1:22, 11:12, 80:25, 95:4, 95:6, 95:9, 95:11, 141:23, 158:3, 159:3, 160:3 <b>140</b> <sup>[1]</sup> - 49:17 <b>142</b> <sup>[1]</sup> - 63:16 <b>148</b> <sup>[2]</sup> - 21:4, 21:8 <b>14th</b> <sup>[3]</sup> - 61:5, 139:11, 139:17 <b>15</b> <sup>[4]</sup> - 52:3, 77:25, 123:23, 146:13 <b>1501</b> <sup>[1]</sup> - 3:15 <b>153</b> <sup>[1]</sup> - 3:7 <b>16</b> <sup>[3]</sup> - 99:6, 107:8, 107:17 <b>16th</b> <sup>[1]</sup> - 128:2 <b>17</b> <sup>[4]</sup> - 110:21, 117:2, 135:3 <b>18</b> <sup>[2]</sup> - 100:17, 104:15 <b>1888</b> <sup>[1]</sup> - 6:13 <b>19</b> <sup>[3]</sup> - 80:25, 112:6, 112:8 <b>19-cv-03381-ALC-BM</b> <sup>[1]</sup> - 1:8 <b>197,000</b> <sup>[1]</sup> - 89:13 <b>1:00</b> <sup>[1]</sup> - 152:5	97:13, 97:19, 97:20, 109:13, 109:19, 111:3, 112:10, 112:15, 117:2, 118:18, 118:24, 119:4 <b>2018/2019</b> <sup>[5]</sup> - 20:12, 21:3, 21:18, 22:4, 22:5 <b>2019</b> <sup>[27]</sup> - 10:8, 10:13, 10:21, 11:23, 12:3, 12:11, 12:15, 31:17, 33:8, 36:5, 36:8, 36:10, 36:17, 37:6, 37:12, 48:20, 59:11, 81:16, 82:12, 84:8, 85:4, 119:23, 123:19, 125:3, 130:7, 139:12, 141:23 <b>2020</b> <sup>[3]</sup> - 11:8, 12:19, 64:24 <b>2021</b> <sup>[4]</sup> - 10:5, 11:11, 12:24 <b>2022</b> <sup>[6]</sup> - 1:22, 112:3, 155:15, 158:3, 159:3, 160:3 <b>21</b> <sup>[1]</sup> - 98:21 <b>22</b> <sup>[2]</sup> - 3:16, 77:24 <b>23</b> <sup>[1]</sup> - 77:21 <b>24</b> <sup>[1]</sup> - 99:5 <b>25</b> <sup>[1]</sup> - 148:5 <b>25th</b> <sup>[1]</sup> - 61:5 <b>28</b> <sup>[2]</sup> - 78:18, 78:19 <b>2:00</b> <sup>[4]</sup> - 153:3, 153:4, 153:5, 153:8	<b>405,000</b> <sup>[2]</sup> - 85:23, 86:51 <b>40K</b> <sup>[2]</sup> - 105:2, 105:13 <b>49</b> <sup>[1]</sup> - 156:12 <b>4:34</b> <sup>[1]</sup> - 119:23
		<b>5</b>	
<b>\$14-18</b> <sup>[1]</sup> - 80:16 <b>\$15</b> <sup>[2]</sup> - 10:22, 148:4 <b>\$19</b> <sup>[1]</sup> - 148:4 <b>\$19-25</b> <sup>[1]</sup> - 80:17 <b>\$197,000</b> <sup>[1]</sup> - 90:2 <b>\$29</b> <sup>[1]</sup> - 45:4 <b>\$39</b> <sup>[1]</sup> - 45:5 <b>\$40,000</b> <sup>[1]</sup> - 104:16 <b>\$405,000</b> <sup>[1]</sup> - 86:19 <b>\$416,000</b> <sup>[1]</sup> - 88:16 <b>\$49</b> <sup>[1]</sup> - 80:22 <b>\$50,000</b> <sup>[1]</sup> - 142:17 <b>\$6</b> <sup>[1]</sup> - 135:22 <b>\$67,000</b> <sup>[1]</sup> - 90:23 <b>\$75,000</b> <sup>[2]</sup> - 108:14, 108:23 <b>\$799,000</b> <sup>[2]</sup> - 86:7, 86:16 <b>\$86,000</b> <sup>[1]</sup> - 59:6 <b>\$9</b> <sup>[1]</sup> - 45:5		<b>5</b> <sup>[4]</sup> - 64:8, 81:2, 135:22, 153:15 <b>50</b> <sup>[4]</sup> - 4:7, 42:20, 134:19 <b>50,000</b> <sup>[1]</sup> - 76:22 <b>500</b> <sup>[3]</sup> - 3:6, 4:6, 76:22 <b>5000</b> <sup>[2]</sup> - 67:25, 76:22 <b>50K</b> <sup>[1]</sup> - 111:2 <b>53</b> <sup>[1]</sup> - 141:11 <b>5:29</b> <sup>[1]</sup> - 130:7 <b>5:30</b> <sup>[1]</sup> - 131:19	
<b>0</b>		<b>6</b>	
<b>02/20/2018</b> <sup>[1]</sup> - 109:11 <b>02/25/2018</b> <sup>[1]</sup> - 107:24		<b>6</b> <sup>[8]</sup> - 52:22, 55:19, 84:25, 112:11, 112:12, 117:10, 117:21, 119:8 <b>63</b> <sup>[1]</sup> - 156:13	
<b>1</b>	<b>2</b>	<b>7</b>	
<b>1</b> <sup>[8]</sup> - 9:23, 43:2, 43:3, 76:21, 77:8, 100:21, 124:25, 134:18 <b>1.2</b> <sup>[1]</sup> - 146:11 <b>1.3</b> <sup>[1]</sup> - 132:25 <b>1.4</b> <sup>[2]</sup> - 85:20, 86:12 <b>1.45</b> <sup>[1]</sup> - 87:11 <b>1.5</b> <sup>[2]</sup> - 86:5, 99:7 <b>1.6</b> <sup>[1]</sup> - 41:19 <b>1.7</b> <sup>[3]</sup> - 45:19, 46:8, 46:14 <b>10</b> <sup>[5]</sup> - 9:10, 11:10, 54:12, 76:25, 118:7 <b>10-page</b> <sup>[1]</sup> - 117:24 <b>100</b> <sup>[1]</sup> - 94:4 <b>100,000</b> <sup>[1]</sup> - 146:8 <b>10036</b> <sup>[2]</sup> - 3:17, 4:8 <b>10th</b> <sup>[1]</sup> - 21:8 <b>11</b> <sup>[9]</sup> - 36:17, 49:13, 49:18, 49:21, 51:11, 52:23, 56:2, 119:23, 156:12 <b>11223</b> <sup>[1]</sup> - 6:14 <b>11753</b> <sup>[1]</sup> - 3:8 <b>11th</b> <sup>[3]</sup> - 121:17, 122:12, 131:13 <b>12</b> <sup>[11]</sup> - 63:3, 63:9, 63:13, 77:20, 81:16, 106:2, 106:4, 107:3, 125:2, 130:7, 156:13 <b>12:02</b> <sup>[1]</sup> - 1:23	<b>2</b> <sup>[8]</sup> - 43:12, 77:8, 79:6, 119:21, 131:14, 153:17, 153:20, 155:3 <b>2.5</b> <sup>[1]</sup> - 74:8 <b>20</b> <sup>[9]</sup> - 11:7, 70:2, 77:2, 77:9, 78:13, 111:24, 116:23, 116:24, 148:5 <b>200</b> <sup>[1]</sup> - 69:25 <b>2000</b> <sup>[1]</sup> - 64:23 <b>2004</b> <sup>[1]</sup> - 33:23 <b>2010</b> <sup>[1]</sup> - 8:19 <b>2011</b> <sup>[2]</sup> - 8:19, 23:24 <b>2012</b> <sup>[2]</sup> - 17:16, 17:18 <b>2013</b> <sup>[1]</sup> - 64:9 <b>2015</b> <sup>[1]</sup> - 65:23 <b>2016</b> <sup>[1]</sup> - 65:25 <b>2017</b> <sup>[14]</sup> - 33:3, 33:14, 33:16, 33:17, 33:25, 34:9, 34:15, 34:21, 34:24, 66:12, 77:25, 78:5, 100:25, 101:7 <b>2018</b> <sup>[34]</sup> - 10:24, 11:2, 11:6, 11:17, 11:18, 15:6, 15:13, 15:14, 26:19, 27:2, 31:16, 31:21, 31:25, 35:14, 45:24, 59:10, 59:16, 62:7, 72:2, 77:25, 78:6, 78:12,	<b>7</b> <sup>[6]</sup> - 131:9, 131:11, 133:14, 133:15, 137:20, 156:7 <b>70-80,000</b> <sup>[1]</sup> - 87:22 <b>71-page</b> <sup>[1]</sup> - 50:16 <b>75</b> <sup>[1]</sup> - 153:11 <b>7th</b> <sup>[1]</sup> - 21:5	
	<b>3</b>	<b>8</b>	
	<b>3</b> <sup>[8]</sup> - 93:11, 94:7, 94:14, 103:18, 104:15, 131:14, 144:20, 149:9 <b>3-4000</b> <sup>[2]</sup> - 77:4, 77:8 <b>30</b> <sup>[1]</sup> - 70:2 <b>300</b> <sup>[1]</sup> - 69:25 <b>33</b> <sup>[1]</sup> - 82:14 <b>335,000</b> <sup>[1]</sup> - 92:14 <b>34</b> <sup>[2]</sup> - 81:15, 82:4 <b>35</b> <sup>[1]</sup> - 83:11 <b>36</b> <sup>[2]</sup> - 84:15, 87:9 <b>37-page</b> <sup>[1]</sup> - 98:21 <b>37th</b> <sup>[2]</sup> - 21:4, 21:8 <b>38</b> <sup>[1]</sup> - 85:6 <b>382</b> <sup>[4]</sup> - 56:17, 56:23, 57:2, 58:17 <b>39</b> <sup>[2]</sup> - 80:22, 93:10 <b>3:00</b> <sup>[1]</sup> - 152:22 <b>3:04</b> <sup>[1]</sup> - 155:8	<b>8</b> <sup>[4]</sup> - 63:16, 139:3, 139:7, 139:8 <b>809</b> <sup>[1]</sup> - 138:3 <b>85</b> <sup>[2]</sup> - 139:23, 141:3 <b>87,451</b> <sup>[2]</sup> - 145:10, 145:22	
	<b>4</b>	<b>9</b>	
	<b>4</b> <sup>[5]</sup> - 45:5, 79:8, 109:9, 131:14, 149:9 <b>4-million</b> <sup>[1]</sup> - 78:21 <b>4.95</b> <sup>[1]</sup> - 51:25	<b>9</b> <sup>[3]</sup> - 84:17, 87:9, 118:7 <b>9.13</b> <sup>[1]</sup> - 99:7 <b>90</b> <sup>[3]</sup> - 42:18, 66:13, 111:7 <b>99</b> <sup>[1]</sup> - 9:22	
		<b>A</b>	
		<b>ability</b> <sup>[2]</sup> - 7:19, 127:7 <b>able</b> <sup>[12]</sup> - 28:24, 28:25, 39:11, 40:13, 43:6, 55:20, 87:25, 99:16, 113:24, 135:9,	

<p>135:13, 138:12  <b>above-entitled</b> [1] - 2:3  <b>absolutely</b> [1] - 151:25  <b>acceptable</b> [2] - 110:6, 137:4  <b>accommodate</b> [1] - 154:16  <b>account</b> [2] - 97:2, 108:18  <b>accounting</b> [3] - 52:20, 55:3, 55:6  <b>accounts</b> [4] - 42:14, 42:19, 45:2, 85:15  <b>accrue</b> [1] - 92:19  <b>accurate</b> [3] - 78:8, 78:14, 110:18  <b>accusation</b> [1] - 28:9  <b>acquaintance</b> [1] - 32:15  <b>acronym</b> [1] - 100:13  <b>action</b> [3] - 2:3, 52:17, 157:14  <b>actual</b> [19] - 10:17, 23:12, 29:8, 36:24, 46:15, 53:23, 57:4, 57:6, 68:15, 69:7, 75:2, 86:19, 95:5, 99:21, 104:2, 105:22, 120:13, 143:19, 145:25  <b>addition</b> [1] - 44:24  <b>additional</b> [2] - 29:2, 39:13  <b>additionally</b> [1] - 39:18  <b>address</b> [2] - 6:11, 103:3  <b>addresses</b> [1] - 120:13  <b>addressing</b> [1] - 36:16  <b>adjourn</b> [4] - 144:19, 145:3, 150:19, 154:3  <b>adjourned</b> [1] - 155:7  <b>adjustable</b> [1] - 43:11  <b>adjusted</b> [2] - 26:4, 28:25  <b>administer</b> [1] - 5:18  <b>admitted</b> [1] - 62:3  <b>advise</b> [1] - 82:7  <b>advised</b> [2] - 97:7, 121:18  <b>advising</b> [2] - 103:8  <b>affect</b> [1] - 7:19  <b>affiliated</b> [5] - 11:2, 14:10, 19:15, 19:24, 54:17  <b>affiliations</b> [1] - 17:24  <b>afternoon</b> [1] - 127:24  <b>afternoon/evening</b> [1] - 152:11  <b>afternoons</b> [1] - 152:24  <b>AG182CDF</b> [1] - 52:24  <b>Age</b> [6] - 16:19, 16:22, 17:5, 17:8, 17:12, 32:5  <b>AGE</b> [2] - 1:9, 1:17  <b>agent</b> [3] - 102:5, 127:18  <b>ago</b> [2] - 52:11, 142:20  <b>agree</b> [2] - 153:9, 154:2  <b>AGREED</b> [3] - 5:4, 5:10, 5:15  <b>Agreement</b> [1] - 98:23</p>	<p><b>agreement</b> [17] - 14:14, 17:10, 23:18, 61:10, 61:15, 62:3, 62:6, 62:9, 62:16, 62:17, 62:20, 95:7, 95:12, 95:25, 96:5, 96:8, 99:21  <b>agreements</b> [2] - 106:24, 108:6  <b>ahead</b> [2] - 61:17, 86:12  <b>Alderson</b> [2] - 119:25, 124:6  <b>Alex</b> [18] - 14:6, 14:18, 31:14, 31:20, 106:9, 108:12, 109:12, 109:16, 112:13, 113:3, 125:3, 125:16, 129:12, 130:15, 130:20, 132:4, 141:15  <b>Alex's</b> [1] - 125:21  <b>allegation</b> [3] - 24:6, 51:22, 82:21  <b>allegations</b> [2] - 24:5, 63:25  <b>allow</b> [2] - 19:7, 82:25  <b>allowed</b> [6] - 83:20, 91:6, 91:9, 91:10, 127:13, 127:14  <b>Almost</b> [1] - 111:17  <b>almost</b> [5] - 22:15, 27:6, 145:4, 146:17, 154:8  <b>amended</b> [4] - 45:12, 49:14, 50:18, 62:18  <b>Amended</b> [6] - 49:19, 51:12, 63:7, 63:14, 156:12, 156:13  <b>American</b> [1] - 100:11  <b>Amount</b> [1] - 57:20  <b>amount</b> [24] - 27:7, 28:23, 42:16, 43:22, 44:2, 44:21, 45:8, 45:9, 46:2, 46:8, 46:12, 46:14, 46:25, 48:23, 52:7, 54:23, 57:9, 59:13, 79:5, 87:4, 92:23, 94:10, 144:12  <b>amounts</b> [1] - 99:14  <b>AND</b> [3] - 5:4, 5:10, 5:15  <b>ANHUI</b> [1] - 1:14  <b>annual</b> [3] - 92:18, 94:10, 94:11  <b>Answer</b> [3] - 49:2, 63:14, 156:13  <b>answer</b> [13] - 25:4, 28:13, 42:4, 45:12, 47:21, 47:22, 51:18, 51:19, 51:20, 72:9, 74:23, 93:18, 134:25  <b>answered</b> [3] - 118:20, 142:22, 154:10  <b>answers</b> [1] - 6:24  <b>Answers</b> [1] - 63:6  <b>anyway</b> [3] - 131:15, 131:20, 152:15  <b>apparel</b> [3] - 9:18, 17:14, 62:13  <b>Apparel</b> [31] - 13:9, 13:10, 13:20, 14:5, 14:19, 14:25,</p>	<p>15:8, 15:20, 15:24, 18:8, 18:18, 18:21, 20:6, 20:16, 21:6, 21:10, 21:20, 23:5, 23:9, 32:5, 62:15, 62:20, 96:15, 96:19, 97:5, 97:8, 98:22, 105:24, 108:7, 108:14, 109:4  <b>APPAREL</b> [3] - 1:9, 1:10, 1:10  <b>Appearances</b> [1] - 4:2  <b>applied</b> [1] - 113:11  <b>applies</b> [1] - 137:5  <b>apply</b> [3] - 28:21, 28:25, 84:24  <b>applying</b> [1] - 114:10  <b>appreciate</b> [1] - 148:16  <b>approach</b> [1] - 143:16  <b>approval</b> [1] - 72:12  <b>approvals</b> [1] - 73:7  <b>approve</b> [1] - 48:21  <b>approximate</b> [4] - 70:11, 71:13, 94:14, 123:21  <b>April</b> [2] - 36:25, 37:9  <b>April/May</b> [1] - 48:20  <b>AQ2.5</b> [1] - 74:4  <b>AQL</b> [4] - 74:9, 74:13, 74:24, 74:25  <b>AQL2.5</b> [2] - 74:10, 74:15  <b>arbitrary</b> [1] - 94:14  <b>area</b> [2] - 46:13, 76:13  <b>Arlene</b> [1] - 122:25  <b>arose</b> [2] - 37:19, 130:23  <b>arrival</b> [1] - 61:6  <b>arrive</b> [1] - 59:23  <b>aside</b> [1] - 147:22  <b>aspect</b> [3] - 39:5, 62:12, 117:16  <b>aspects</b> [1] - 38:23  <b>asset</b> [11] - 14:13, 41:15, 41:21, 43:3, 61:9, 61:14, 62:3, 95:7, 95:12, 95:25, 111:21  <b>asset-based</b> [3] - 41:15, 41:21, 111:21  <b>assets</b> [3] - 41:18, 42:17, 42:22  <b>assist</b> [1] - 73:11  <b>associated</b> [1] - 86:21  <b>assume</b> [7] - 38:11, 38:20, 40:13, 40:17, 48:7, 108:25, 109:8  <b>assumed</b> [1] - 86:13  <b>assuming</b> [3] - 38:16, 59:2, 59:3  <b>assumption</b> [1] - 87:16  <b>attached</b> [2] - 56:3, 119:7  <b>attack</b> [1] - 122:19  <b>attorney</b> [12] - 5:24, 6:16, 28:5, 51:16, 51:19, 52:10, 61:21, 64:4, 81:10, 106:19,</p>	<p>106:21, 139:5  <b>Attorneys</b> [3] - 3:5, 3:13, 4:5  <b>attorneys</b> [2] - 5:5, 85:8  <b>audit</b> [2] - 133:17, 133:18  <b>August</b> [1] - 117:2  <b>authorized</b> [1] - 5:17  <b>availability</b> [1] - 111:12  <b>availed</b> [1] - 99:19  <b>Avenue</b> [1] - 4:6  <b>average</b> [1] - 146:12  <b>aware</b> [14] - 24:4, 24:9, 82:2, 96:5, 99:13, 106:16, 108:9, 114:6, 114:9, 114:13, 114:15, 117:8, 133:3, 140:5  <b>Azrak</b> [8] - 6:10, 49:13, 49:17, 49:25, 51:11, 148:14, 148:21, 148:25  <b>AZRAC</b> [9] - 1:11, 1:25, 2:2, 155:7, 155:12, 156:6, 158:4, 159:4, 160:4</p>
<b>B</b>			
<p><b>back-dated</b> [1] - 37:2  <b>backsides</b> [1] - 136:20  <b>bad</b> [3] - 56:5, 79:14, 134:19  <b>balance</b> [3] - 84:25, 111:2, 111:25  <b>bank</b> [4] - 41:4, 43:10, 97:2, 108:18  <b>bankruptcy</b> [2] - 8:9, 8:22  <b>base</b> [1] - 91:15  <b>Based</b> [2] - 17:25, 36:15  <b>based</b> [20] - 12:9, 26:4, 27:4, 32:17, 32:20, 34:18, 41:15, 41:21, 43:5, 54:23, 57:21, 65:22, 103:12, 105:2, 111:21, 113:6, 113:8, 138:13, 147:11  <b>basis</b> [1] - 103:13  <b>became</b> [7] - 12:21, 35:17, 39:15, 40:17, 40:20, 41:6, 48:19  <b>become</b> [1] - 123:8  <b>began</b> [1] - 64:10  <b>begged</b> [1] - 126:16  <b>beginning</b> [5] - 12:16, 14:22, 31:18, 65:23, 83:10  <b>behalf</b> [2] - 8:12, 71:19  <b>behind</b> [1] - 72:19  <b>belief</b> [1] - 28:20  <b>below</b> [2] - 124:23, 138:20  <b>benefit</b> [1] - 84:16  <b>best</b> [3] - 94:6, 139:15, 141:10  <b>better</b> [3] - 61:8, 61:12, 134:15</p>			

<p><b>between</b> <sup>[19]</sup> - 5:5, 14:6, 14:18, 16:3, 40:25, 45:20, 46:17, 48:11, 67:16, 69:15, 73:24, 79:7, 95:24, 100:8, 102:10, 103:4, 103:11, 129:12, 130:24</p> <p><b>big</b> <sup>[4]</sup> - 34:9, 50:10, 57:13, 60:21</p> <p><b>bigger</b> <sup>[3]</sup> - 50:8, 51:9, 100:19</p> <p><b>biggest</b> <sup>[3]</sup> - 136:13, 142:12, 142:14</p> <p><b>bit</b> <sup>[6]</sup> - 16:13, 19:22, 81:17, 117:11, 140:24, 141:2</p> <p><b>black</b> <sup>[1]</sup> - 72:9</p> <p><b>blame</b> <sup>[1]</sup> - 35:24</p> <p><b>blood</b> <sup>[1]</sup> - 157:15</p> <p><b>blue</b> <sup>[3]</sup> - 137:2, 137:3</p> <p><b>blurry</b> <sup>[1]</sup> - 56:11</p> <p><b>boat</b> <sup>[1]</sup> - 30:17</p> <p><b>boatload</b> <sup>[1]</sup> - 139:6</p> <p><b>borrowing</b> <sup>[2]</sup> - 43:4, 91:15</p> <p><b>borrowings</b> <sup>[1]</sup> - 41:5</p> <p><b>boss</b> <sup>[1]</sup> - 122:25</p> <p><b>bottom</b> <sup>[9]</sup> - 50:15, 106:25, 107:3, 107:22, 119:21, 124:25, 133:13, 141:14, 146:17</p> <p><b>bought</b> <sup>[2]</sup> - 39:24, 40:4</p> <p><b>box</b> <sup>[6]</sup> - 57:5, 57:6, 57:8, 57:24, 58:3, 58:8</p> <p><b>brand</b> <sup>[7]</sup> - 19:14, 19:17, 22:6, 83:22, 83:23, 120:20, 120:23</p> <p><b>branded</b> <sup>[2]</sup> - 91:8, 91:17</p> <p><b>Branding</b> <sup>[6]</sup> - 16:19, 16:22, 17:5, 17:8, 17:13, 32:5</p> <p><b>branding</b> <sup>[1]</sup> - 19:4</p> <p><b>BRANDING</b> <sup>[2]</sup> - 1:9, 1:17</p> <p><b>break</b> <sup>[9]</sup> - 7:9, 7:11, 26:7, 49:7, 49:9, 94:17, 107:10, 115:5, 148:13</p> <p><b>breakdown</b> <sup>[2]</sup> - 17:3, 49:3</p> <p><b>brims</b> <sup>[1]</sup> - 92:2</p> <p><b>brings</b> <sup>[1]</sup> - 12:2</p> <p><b>brink</b> <sup>[1]</sup> - 111:11</p> <p><b>Broadway</b> <sup>[3]</sup> - 3:6, 3:15, 24:3</p> <p><b>Bronx</b> <sup>[1]</sup> - 152:7</p> <p><b>Brooklyn</b> <sup>[2]</sup> - 6:13, 102:9</p> <p><b>brother</b> <sup>[1]</sup> - 17:10</p> <p><b>Brother</b> <sup>[1]</sup> - 124:20</p> <p><b>brought</b> <sup>[1]</sup> - 75:20</p> <p><b>bucks</b> <sup>[1]</sup> - 146:13</p> <p><b>budge</b> <sup>[1]</sup> - 93:7</p> <p><b>built</b> <sup>[1]</sup> - 81:4</p> <p><b>bulk</b> <sup>[7]</sup> - 68:11, 68:25, 71:8, 72:12, 77:15, 82:24, 87:23</p> <p><b>bunch</b> <sup>[3]</sup> - 102:2, 127:21,</p>	<p>146:24</p> <p><b>Burlington</b> <sup>[2]</sup> - 13:2, 13:7</p> <p><b>business</b> <sup>[38]</sup> - 9:16, 10:9, 11:14, 13:18, 15:20, 17:12, 17:18, 17:21, 18:18, 19:23, 22:10, 23:6, 23:21, 26:16, 27:6, 31:14, 32:3, 33:19, 36:22, 37:19, 37:25, 38:8, 47:25, 53:8, 57:3, 65:8, 66:13, 68:18, 84:10, 92:22, 102:19, 122:19, 126:12, 126:14, 135:2, 135:4, 135:20, 147:20</p> <p><b>businesses</b> <sup>[1]</sup> - 47:14</p> <p><b>but..</b> <sup>[1]</sup> - 149:12</p> <p><b>buy</b> <sup>[2]</sup> - 27:9, 35:22</p> <p><b>buyer</b> <sup>[2]</sup> - 120:4, 120:5</p> <p><b>buying</b> <sup>[2]</sup> - 80:13, 148:4</p> <p><b>buys</b> <sup>[3]</sup> - 67:3, 110:17, 120:5</p> <p><b>BY</b> <sup>[33]</sup> - 3:9, 3:18, 4:9, 6:7, 7:16, 10:19, 25:10, 29:3, 40:2, 40:19, 41:11, 42:3, 44:13, 45:13, 49:24, 51:7, 52:14, 57:12, 58:10, 60:11, 60:15, 61:3, 61:19, 63:12, 71:3, 74:20, 80:23, 88:4, 94:24, 101:24, 107:20, 145:7, 156:5</p>	<p>57:24, 58:4, 58:6, 58:12, 58:14, 136:3, 136:25, 138:9</p> <p><b>cartons</b> <sup>[6]</sup> - 56:17, 56:22, 56:23, 57:2, 58:17, 134:13</p> <p><b>Cartons</b> <sup>[1]</sup> - 56:22</p> <p><b>CASE</b> <sup>[3]</sup> - 158:2, 159:2, 160:2</p> <p><b>case</b> <sup>[27]</sup> - 24:13, 24:18, 26:15, 29:7, 29:10, 32:4, 36:19, 37:21, 37:24, 41:14, 42:24, 60:2, 62:2, 62:12, 66:3, 68:14, 69:17, 69:25, 70:3, 98:20, 106:21, 112:2, 116:18, 117:16, 119:19, 127:10, 129:15</p> <p><b>cases</b> <sup>[3]</sup> - 54:9, 69:13, 92:2</p> <p><b>cash</b> <sup>[4]</sup> - 84:23, 111:9, 111:18, 112:20</p> <p><b>Cassell</b> <sup>[2]</sup> - 6:16, 145:19</p> <p><b>CASELL</b> <sup>[68]</sup> - 3:4, 3:9, 6:15, 7:5, 7:17, 10:19, 25:3, 25:10, 29:3, 40:2, 40:19, 41:11, 42:3, 44:12, 44:13, 45:13, 49:4, 49:8, 49:12, 49:24, 51:7, 52:14, 57:12, 58:10, 60:11, 60:15, 60:20, 61:3, 61:19, 63:4, 63:12, 70:7, 71:3, 74:19, 74:20, 80:23, 88:4, 94:16, 94:22, 94:24, 101:24, 107:9, 107:13, 107:20, 145:2, 145:7, 148:12, 148:21, 149:3, 149:7, 149:13, 149:24, 150:4, 150:7, 151:3, 151:8, 151:11, 151:16, 152:2, 152:13, 152:25, 153:5, 153:8, 153:17, 153:22, 154:2, 155:2, 156:7</p> <p><b>categorized</b> <sup>[1]</sup> - 54:23</p> <p><b>CATTON</b> <sup>[1]</sup> - 102:2</p> <p><b>Catton</b> <sup>[4]</sup> - 102:4, 102:12, 102:17, 102:23</p> <p><b>ceased</b> <sup>[3]</sup> - 17:19, 23:24, 24:2</p> <p><b>ceiling</b> <sup>[1]</sup> - 140:23</p> <p><b>centers</b> <sup>[2]</sup> - 30:11, 30:13</p> <p><b>certain</b> <sup>[14]</sup> - 17:9, 17:11, 21:24, 23:18, 27:7, 42:16, 53:24, 59:21, 69:22, 87:4, 116:14, 134:13, 137:11</p> <p><b>certainly</b> <sup>[2]</sup> - 68:17, 91:2</p> <p><b>certainty</b> <sup>[1]</sup> - 94:5</p> <p><b>certification</b> <sup>[1]</sup> - 5:7</p> <p><b>certify</b> <sup>[2]</sup> - 157:7, 157:13</p> <p><b>chain</b> <sup>[6]</sup> - 35:8, 109:10, 112:9, 117:20, 131:11, 139:11</p> <p><b>chance</b> <sup>[1]</sup> - 147:19</p> <p><b>change</b> <sup>[10]</sup> - 12:3, 16:10,</p>	<p>27:25, 28:7, 34:24, 84:3, 163 84:6, 84:7, 84:9, 114:7</p> <p><b>changed</b> <sup>[4]</sup> - 27:23, 27:25, 29:6, 35:3</p> <p><b>changing</b> <sup>[3]</sup> - 115:19, 115:21, 116:6</p> <p><b>charge</b> <sup>[2]</sup> - 5:23, 90:24</p> <p><b>charges</b> <sup>[1]</sup> - 43:10</p> <p><b>CHARLES</b> <sup>[10]</sup> - 1:11, 1:25, 2:2, 4:10, 155:7, 155:12, 156:6, 158:4, 159:4, 160:4</p> <p><b>Charles</b> <sup>[4]</sup> - 6:10, 41:22, 105:13, 144:18</p> <p><b>Charlie</b> <sup>[1]</sup> - 80:9</p> <p><b>chart</b> <sup>[9]</sup> - 35:7, 56:12, 56:13, 59:8, 59:25, 106:25, 135:11, 135:14, 135:16</p> <p><b>cheaper</b> <sup>[1]</sup> - 143:15</p> <p><b>check</b> <sup>[2]</sup> - 147:9, 147:12</p> <p><b>checked</b> <sup>[1]</sup> - 140:2</p> <p><b>checking</b> <sup>[1]</sup> - 139:22</p> <p><b>checklist</b> <sup>[1]</sup> - 107:4</p> <p><b>checks</b> <sup>[2]</sup> - 134:12, 136:4</p> <p><b>China</b> <sup>[22]</sup> - 26:4, 28:22, 29:17, 29:18, 30:17, 31:3, 60:5, 72:21, 72:24, 82:23, 103:12, 103:19, 103:21, 103:22, 103:24, 104:3, 113:6, 113:8, 131:2, 132:9, 137:17, 148:7</p> <p><b>China-based</b> <sup>[3]</sup> - 26:4, 103:12, 113:6</p> <p><b>Chinese</b> <sup>[4]</sup> - 125:17, 125:20, 125:21, 141:13</p> <p><b>chose</b> <sup>[1]</sup> - 99:17</p> <p><b>Chris</b> <sup>[4]</sup> - 125:9, 125:10, 125:15, 125:17</p> <p><b>circumstances</b> <sup>[1]</sup> - 93:3</p> <p><b>cities</b> <sup>[2]</sup> - 30:12, 132:2</p> <p><b>City</b> <sup>[1]</sup> - 34:18</p> <p><b>claim</b> <sup>[2]</sup> - 9:3, 84:23</p> <p><b>claims</b> <sup>[1]</sup> - 9:4</p> <p><b>clarify</b> <sup>[2]</sup> - 44:6, 61:20</p> <p><b>clarifying</b> <sup>[1]</sup> - 132:22</p> <p><b>cleanest</b> <sup>[1]</sup> - 95:15</p> <p><b>clear</b> <sup>[12]</sup> - 14:2, 37:18, 42:5, 50:21, 93:25, 98:25, 99:14, 99:21, 116:9, 133:7, 137:21, 147:11</p> <p><b>cleared</b> <sup>[1]</sup> - 113:15</p> <p><b>close</b> <sup>[1]</sup> - 128:24</p> <p><b>closer</b> <sup>[1]</sup> - 78:13</p> <p><b>closure</b> <sup>[1]</sup> - 40:23</p> <p><b>clothing</b> <sup>[4]</sup> - 10:11, 27:15, 87:22, 87:23</p> <p><b>Club</b> <sup>[5]</sup> - 89:14, 89:15, 89:18, 90:8, 90:11</p> <p><b>CMA</b> <sup>[1]</sup> - 100:23</p> <p><b>CMA@maxx</b> <sup>[1]</sup> - 101:5</p> <p><b>CMA@maxx-jeans.com</b> <sup>[1]</sup></p>
---	---	--	--

<p>- 101:5  <b>CO</b> [2] - 1:5, 1:14  <b>co</b> [1] - 100:10  <b>coast</b> [1] - 30:7  <b>colleagues</b> [1] - 109:21  <b>Color</b> [4] - 32:21, 100:13, 104:25, 105:18  <b>color</b> [7] - 53:24, 77:5, 77:10, 77:12, 137:5, 137:11, 138:6  <b>colors</b> [10] - 70:19, 70:21, 70:22, 70:24, 71:5, 76:25, 77:2, 134:7, 136:24, 143:6  <b>Columbus</b> [1] - 151:23  <b>combination</b> [1] - 27:3  <b>comfortable</b> [1] - 50:8  <b>coming</b> [2] - 136:19, 140:7  <b>command</b> [1] - 35:9  <b>commenced</b> [1] - 36:25  <b>comment</b> [1] - 67:15  <b>comments</b> [1] - 75:18  <b>commodities</b> [2] - 66:23, 67:2  <b>common</b> [2] - 19:6, 42:11  <b>communication</b> [2] - 51:16, 109:15  <b>communications</b> [1] - 101:10  <b>community</b> [1] - 102:9  <b>Companies</b> [1] - 115:10  <b>companies</b> [19] - 9:12, 18:21, 18:23, 18:24, 24:17, 24:24, 25:13, 26:2, 26:6, 32:4, 33:16, 89:2, 97:18, 97:22, 109:7, 113:23, 116:2, 116:12, 116:13  <b>Company</b> [1] - 98:23  <b>company</b> [77] - 8:12, 8:14, 8:15, 9:19, 11:21, 13:11, 14:11, 14:12, 16:12, 16:18, 17:14, 18:10, 18:13, 21:13, 21:14, 21:15, 21:20, 22:22, 23:3, 23:6, 23:8, 23:10, 23:12, 23:16, 23:17, 23:22, 23:23, 24:15, 25:22, 30:22, 31:11, 32:17, 32:20, 32:21, 32:23, 32:24, 33:15, 34:8, 34:25, 35:2, 35:20, 35:22, 36:7, 36:9, 36:25, 38:11, 40:7, 41:18, 42:15, 62:16, 62:20, 68:5, 93:3, 96:21, 97:15, 99:10, 100:14, 101:6, 103:12, 103:14, 103:16, 105:2, 105:4, 105:18, 105:19, 106:10, 106:14, 111:10, 113:7, 115:22, 116:18, 120:19, 121:4, 121:6, 121:7, 129:20, 129:24  <b>company's</b> [1] - 113:19  <b>compensation</b> [1] - 103:10</p>	<p><b>competitor</b> [1] - 20:2  <b>complaint</b> [8] - 24:5, 44:7, 49:14, 50:18, 51:23, 61:11, 62:18, 62:19  <b>Complaint</b> [6] - 49:19, 51:12, 63:7, 63:15, 156:12, 156:14  <b>complete</b> [3] - 29:13, 105:17, 107:5  <b>completely</b> [3] - 44:9, 62:4, 130:17  <b>comprise</b> [2] - 43:18, 43:23  <b>comprises</b> [1] - 133:13  <b>concept</b> [1] - 141:24  <b>conducting</b> [1] - 6:18  <b>conduit</b> [1] - 103:11  <b>conference</b> [3] - 150:16, 150:20, 154:3  <b>confidential</b> [1] - 38:5  <b>confirming</b> [1] - 110:23  <b>confused</b> [3] - 7:6, 79:2, 80:3  <b>confusing</b> [1] - 25:18  <b>conservative</b> [1] - 87:16  <b>considered</b> [1] - 66:8  <b>considering</b> [1] - 148:8  <b>consist</b> [2] - 58:25, 117:20  <b>consisted</b> [1] - 46:15  <b>consistency</b> [1] - 75:2  <b>consistent</b> [6] - 37:7, 64:12, 78:2, 95:6, 96:11, 105:15  <b>consisting</b> [1] - 56:13  <b>constant</b> [5] - 111:8, 111:9, 126:21, 134:15, 136:4  <b>consultant</b> [6] - 15:16, 23:2, 34:2, 35:5, 97:16, 98:4  <b>consultants</b> [4] - 34:20, 35:13, 123:7, 123:12  <b>consulting</b> [3] - 97:24, 98:4, 98:7  <b>contact</b> [4] - 32:9, 106:23, 113:14, 129:18  <b>contacting</b> [1] - 106:18  <b>contacts</b> [1] - 101:9  <b>contain</b> [1] - 53:20  <b>containers</b> [1] - 31:7  <b>containing</b> [1] - 56:25  <b>contemporaneous</b> [1] - 117:14  <b>contemporary</b> [1] - 64:10  <b>contentions</b> [1] - 129:12  <b>contents</b> [1] - 112:18  <b>context</b> [6] - 62:5, 90:17, 108:3, 118:21, 122:3, 142:25  <b>continue</b> [3] - 15:2, 15:3, 151:14  <b>Continued</b> [2] - 3:25, 154:15</p>	<p><b>continued</b> [2] - 4:2, 83:6  <b>contract</b> [1] - 67:12  <b>contribute</b> [1] - 99:9  <b>control</b> [6] - 73:12, 74:8, 82:24, 83:7, 127:12, 127:20  <b>controlling</b> [1] - 47:15  <b>conversation</b> [3] - 16:3, 16:6, 109:18  <b>conversations</b> [2] - 32:15, 96:3  <b>convicted</b> [1] - 7:22  <b>cooperative</b> [1] - 154:13  <b>copied</b> [2] - 103:2, 125:6  <b>copy</b> [3] - 5:22, 95:15, 98:25  <b>cordial</b> [4] - 102:15, 102:16, 102:21, 129:14  <b>Corporately</b> [1] - 8:23  <b>corporations</b> [1] - 9:7  <b>correct</b> [40] - 11:3, 14:4, 26:17, 27:12, 31:15, 31:17, 40:4, 40:9, 40:11, 40:15, 40:20, 40:22, 41:8, 41:10, 44:17, 44:18, 47:7, 51:3, 53:10, 53:11, 53:14, 53:25, 54:14, 54:15, 59:3, 59:7, 69:16, 69:21, 72:10, 78:12, 79:3, 95:20, 120:23, 133:9, 133:11, 138:6, 138:10, 139:21, 143:22  <b>Correct</b> [15] - 25:5, 40:12, 54:2, 66:5, 68:8, 74:10, 80:21, 81:5, 83:13, 92:11, 92:15, 101:2, 105:25, 120:24, 138:7  <b>CORRECTION</b> [3] - 158:6, 159:6, 160:6  <b>correctly</b> [5] - 21:23, 107:24, 108:13, 121:24, 123:6  <b>correlate</b> [1] - 54:10  <b>correlating</b> [1] - 56:25  <b>count</b> [7] - 55:10, 55:12, 55:14, 55:18, 55:22, 56:16, 56:18  <b>Counterclaim</b> [2] - 63:8, 63:15  <b>counterclaim</b> [1] - 64:2  <b>counterclaims</b> [2] - 64:5, 64:7  <b>counterpart</b> [1] - 126:7  <b>counting</b> [1] - 146:5  <b>country</b> [1] - 24:11  <b>coupled</b> [1] - 148:10  <b>course</b> [5] - 31:2, 46:10, 91:2, 92:3, 123:22  <b>Court</b> [1] - 5:20  <b>COURT</b> [1] - 1:2  <b>court</b> [6] - 6:22, 63:17, 63:18, 124:11, 124:14,</p>	<p>149:25  <b>cover</b> [2] - 27:10, 39:3  <b>coverages</b> [2] - 116:12, 116:15  <b>covered</b> [1] - 113:9  <b>covers</b> [1] - 131:12  <b>CPR</b> [1] - 99:9  <b>crazy</b> [2] - 122:9, 122:16  <b>cream</b> [1] - 80:19  <b>create</b> [5] - 14:12, 19:11, 67:9, 67:20, 110:15  <b>created</b> [9] - 13:11, 13:16, 26:10, 71:7, 79:21, 96:23, 100:11, 107:2, 114:5  <b>Created</b> [1] - 13:17  <b>creates</b> [1] - 26:9  <b>credit</b> [12] - 28:21, 28:23, 29:2, 40:15, 43:10, 48:10, 113:5, 113:12, 113:24, 114:4, 114:11, 115:23  <b>crime</b> [1] - 7:23  <b>crooked</b> [5] - 126:24, 126:25, 136:15, 140:10  <b>crop</b> [1] - 80:20  <b>CT</b> [1] - 105:18  <b>CTNS</b> [2] - 56:21, 56:22  <b>CTR</b> [4] - 1:5, 100:8, 100:9, 100:12  <b>customer</b> [5] - 12:13, 12:22, 13:6, 35:19, 89:23  <b>customers</b> [8] - 11:14, 11:16, 12:20, 12:25, 13:4, 16:11, 30:11, 111:7  <b>customers'</b> [1] - 31:10  <b>customs</b> [1] - 31:4  <b>cut</b> [3] - 50:14, 88:9, 93:2  <b>cutoff</b> [1] - 61:4  <b>cutting</b> [2] - 59:8, 132:11  <b>cycle</b> [2] - 69:6, 73:10</p> <p style="text-align: center;"><b>D</b></p> <p><b>dad</b> [1] - 34:3  <b>damaged</b> [2] - 47:23, 116:19  <b>damages</b> [1] - 93:4  <b>date</b> [11] - 2:4, 49:23, 59:22, 63:11, 82:8, 82:10, 82:11, 84:8, 90:22, 128:11, 149:21  <b>DATE</b> [3] - 158:3, 159:3, 160:3  <b>dated</b> [6] - 36:4, 37:2, 37:13, 62:7, 107:23, 109:10  <b>dates</b> [1] - 59:10  <b>David</b> [2] - 124:10, 124:17  <b>day-to-day</b> [2] - 15:17, 22:13  <b>days</b> [9] - 20:5, 48:11, 60:7,</p>
--	---	--	---



<p>60:25, 61:2, 72:12, 72:13, 72:15, 111:8</p> <p><b>deal</b> [11] - 36:24, 37:5, 37:11, 38:9, 75:20, 93:2, 96:9, 96:12, 107:6, 117:15</p> <p><b>dealings</b> [1] - 14:18</p> <p><b>deals</b> [2] - 62:2, 95:24</p> <p><b>dealt</b> [4] - 141:25, 142:3, 142:9, 142:15</p> <p><b>debt</b> [2] - 38:25, 40:24</p> <p><b>December</b> [1] - 100:24</p> <p><b>decided</b> [1] - 16:13</p> <p><b>deceased</b> [1] - 41:17</p> <p><b>deduction</b> [1] - 45:2</p> <p><b>defective</b> [10] - 24:7, 44:9, 74:17, 78:23, 90:10, 90:12, 90:24, 134:2, 134:10, 135:25</p> <p><b>defendant</b> [1] - 18:8</p> <p><b>Defendant</b> [1] - 3:5</p> <p><b>Defendants</b> [5] - 1:12, 1:18, 2:3, 3:13, 3:14</p> <p><b>definitely</b> [3] - 85:9, 118:9, 135:6</p> <p><b>definitive</b> [1] - 71:9</p> <p><b>deformity</b> [1] - 136:17</p> <p><b>deliver</b> [1] - 31:9</p> <p><b>delivered</b> [4] - 29:23, 30:5, 31:7, 72:14</p> <p><b>delivery</b> [2] - 30:23, 48:12</p> <p><b>delivery-duty</b> [1] - 30:23</p> <p><b>demand</b> [1] - 143:20</p> <p><b>Denim</b> [1] - 65:18</p> <p><b>denim</b> [3] - 65:22, 65:25, 84:2</p> <p><b>denim-based</b> [1] - 65:22</p> <p><b>department</b> [1] - 142:7</p> <p><b>departure</b> [1] - 60:4</p> <p><b>deposed</b> [2] - 7:25, 8:4</p> <p><b>deposition</b> [13] - 5:16, 6:19, 8:7, 70:15, 95:14, 116:24, 131:10, 150:21, 150:23, 151:14, 152:11, 154:7, 154:9</p> <p><b>depositions</b> [1] - 50:23</p> <p><b>design</b> [12] - 67:11, 67:16, 67:21, 67:22, 68:6, 68:7, 69:20, 71:11, 72:4, 98:15, 110:10, 147:4</p> <p><b>designated</b> [3] - 31:10, 75:16, 75:17</p> <p><b>designer</b> [2] - 71:21, 98:16</p> <p><b>designing</b> [1] - 98:13</p> <p><b>DesLauriers</b> [3] - 119:24, 120:4, 122:25</p> <p><b>DESLAURIERS</b> [1] - 119:24</p> <p><b>despite</b> [1] - 138:16</p> <p><b>detail</b> [3] - 30:15, 126:19, 138:20</p> <p><b>details</b> [2] - 14:23, 38:4</p> <p><b>determination</b> [1] - 134:8</p> <p><b>determine</b> [1] - 135:25</p>	<p><b>died</b> [1] - 137:10</p> <p><b>differences</b> [1] - 100:7</p> <p><b>different</b> [39] - 8:15, 18:24, 18:25, 19:5, 19:8, 21:15, 21:25, 36:14, 37:3, 53:21, 54:12, 58:14, 68:21, 69:18, 69:24, 70:8, 70:17, 70:20, 70:21, 70:23, 71:4, 71:6, 71:11, 71:14, 75:10, 84:10, 85:18, 88:20, 95:13, 104:23, 105:22, 113:2, 113:19, 116:12, 118:16, 131:25, 132:2, 132:7</p> <p><b>Different</b> [1] - 20:22</p> <p><b>differently</b> [1] - 115:12</p> <p><b>difficult</b> [2] - 16:10, 44:23</p> <p><b>Dillard's</b> [1] - 142:6</p> <p><b>direct</b> [1] - 20:2</p> <p><b>directly</b> [10] - 23:7, 26:12, 31:5, 35:12, 42:20, 54:10, 67:3, 104:6, 123:18, 129:25</p> <p><b>discount</b> [7] - 45:4, 74:22, 79:25, 80:2, 80:6, 80:7, 90:7</p> <p><b>discounted</b> [3] - 45:9, 79:6, 143:25</p> <p><b>discounter</b> [1] - 142:8</p> <p><b>discounts</b> [1] - 79:23</p> <p><b>Discovery</b> [1] - 52:13</p> <p><b>discretion</b> [1] - 42:23</p> <p><b>discuss</b> [6] - 14:13, 91:4, 122:17, 122:21, 132:3, 132:5</p> <p><b>discussed</b> [9] - 16:6, 28:5, 95:12, 98:24, 108:6, 115:4, 115:24, 129:4, 131:17</p> <p><b>discussing</b> [2] - 51:15, 112:22</p> <p><b>discussion</b> [5] - 36:21, 66:2, 117:2, 130:10, 146:16</p> <p><b>discussions</b> [1] - 37:18</p> <p><b>disputed</b> [1] - 12:9</p> <p><b>distress</b> [1] - 111:10</p> <p><b>distribution</b> [3] - 30:10, 30:13, 66:10</p> <p><b>DISTRICT</b> [2] - 1:2, 1:3</p> <p><b>document</b> [30] - 14:15, 49:16, 50:16, 51:13, 51:18, 56:3, 56:4, 56:6, 61:14, 62:14, 62:22, 62:25, 63:16, 64:8, 71:23, 79:21, 95:14, 98:17, 98:21, 99:2, 100:18, 107:15, 107:19, 107:21, 119:14, 139:4, 139:14, 145:4, 145:6</p> <p><b>documents</b> [8] - 16:12, 36:3, 50:9, 63:19, 81:17, 95:5, 102:3, 108:3</p> <p><b>dollar</b> [5] - 43:22, 44:20, 46:2, 46:12, 99:14</p> <p><b>dollars</b> [2] - 86:25, 146:5</p> <p><b>domestic</b> [1] - 31:6</p>	<p><b>done</b> [31] - 13:19, 18:5, 26:21, 28:21, 36:10, 36:11, 38:13, 38:17, 47:14, 66:13, 77:17, 79:18, 91:20, 93:23, 94:23, 105:20, 107:5, 114:7, 114:12, 116:16, 129:7, 133:20, 137:6, 137:17, 143:12, 145:4, 146:17, 148:23, 148:25, 150:21, 152:23</p> <p><b>double</b> [1] - 81:12</p> <p><b>doubt</b> [1] - 59:19</p> <p><b>down</b> [24] - 26:8, 39:18, 45:7, 46:7, 51:23, 52:6, 55:2, 55:25, 56:2, 56:9, 61:8, 62:10, 77:24, 87:11, 109:9, 115:5, 121:19, 121:20, 141:9, 141:11, 143:7, 143:14, 145:8, 145:19</p> <p><b>Down</b> [1] - 106:2</p> <p><b>draft</b> [2] - 150:9, 153:23</p> <p><b>drafted</b> [1] - 141:23</p> <p><b>drafting</b> [2] - 63:23, 112:15</p> <p><b>driven</b> [1] - 52:18</p> <p><b>due</b> [7] - 48:11, 88:23, 90:9, 92:13, 92:20, 126:12, 127:9</p> <p><b>duly</b> [2] - 6:4, 157:9</p> <p><b>during</b> [4] - 21:7, 119:16, 128:18, 153:10</p> <p><b>duties</b> [1] - 31:5</p> <p><b>duty</b> [2] - 30:23, 31:4</p> <p><b>dye</b> [1] - 137:12</p> <p><b>dyed</b> [1] - 137:13</p>	<p>122:4, 122:7, 128:10, 131:15, 132:21, 153:11, 153:14</p> <p><b>earliest</b> [1] - 117:19</p> <p><b>early</b> [5] - 10:5, 15:6, 36:10, 109:18, 111:3</p> <p><b>East</b> [1] - 30:7</p> <p><b>easy</b> [1] - 154:9</p> <p><b>effect</b> [1] - 5:19</p> <p><b>effective</b> [1] - 37:11</p> <p><b>effectively</b> [2] - 35:18, 92:23</p> <p><b>Effectively</b> [1] - 38:9</p> <p><b>effort</b> [1] - 82:19</p> <p><b>either</b> [5] - 46:6, 50:10, 73:5, 102:19, 132:4</p> <p><b>Eko</b> [2] - 126:4, 126:5</p> <p><b>elaborate</b> [1] - 114:19</p> <p><b>eligibility</b> [1] - 42:22</p> <p><b>eligible</b> [1] - 42:21</p> <p><b>employees</b> [5] - 21:11, 21:21, 34:10, 34:11, 146:24</p> <p><b>employing</b> [1] - 32:16</p> <p><b>encompassed</b> [1] - 70:25</p> <p><b>encompasses</b> [1] - 74:24</p> <p><b>end</b> [16] - 26:10, 33:3, 50:3, 50:7, 54:25, 55:23, 66:9, 68:24, 118:18, 133:9, 135:24, 136:23, 137:7, 137:13, 143:10, 147:19</p> <p><b>ended</b> [1] - 90:5</p> <p><b>entire</b> [4] - 12:14, 67:9, 72:15, 92:22</p> <p><b>entirely</b> [1] - 17:2</p> <p><b>entities</b> [5] - 19:8, 25:24, 29:2, 113:25, 115:3</p> <p><b>entitled</b> [4] - 2:3, 7:11, 94:3, 98:22</p> <p><b>entity</b> [9] - 13:8, 13:14, 13:15, 16:14, 16:15, 29:9, 29:10, 100:12, 108:19</p> <p><b>equation</b> [1] - 89:16</p> <p><b>equity</b> [10] - 38:11, 38:13, 38:24, 39:5, 39:9, 39:14, 39:21, 40:3, 40:6, 40:10</p> <p><b>ERP</b> [1] - 26:12</p> <p><b>especially</b> [2] - 127:20, 141:5</p> <p><b>ESQ</b> [4] - 3:9, 3:18, 4:9, 4:10</p> <p><b>essentially</b> [2] - 95:20, 99:8</p> <p><b>ESSENTIALS</b> [2] - 1:10, 1:10</p> <p><b>Essentials</b> [7] - 21:13, 21:24, 22:4, 22:19, 22:25, 23:8, 101:12</p> <p><b>Essentialsnewyork.com</b> [1] - 100:24</p> <p><b>estimate</b> [2] - 10:17, 149:9</p> <p><b>estimated</b> [3] - 10:12, 60:3,</p>
--	--	--	---

60:4 <b>ETA</b> [1] - 61:4 <b>ETD</b> [4] - 59:22, 59:25, 60:24, 61:4 <b>eventually</b> [3] - 47:6, 96:6, 135:10 <b>exact</b> [5] - 23:18, 46:12, 62:8, 87:14, 96:8 <b>Exactly</b> [3] - 53:15, 61:6, 77:16 <b>exactly</b> [14] - 31:24, 34:22, 37:15, 44:24, 45:6, 47:17, 47:24, 58:5, 76:16, 81:14, 82:13, 98:3, 119:9, 130:16 <b>examination</b> [2] - 5:22, 155:6 <b>EXAMINATION</b> [4] - 1:25, 2:2, 7:16, 156:5 <b>examined</b> [1] - 6:6 <b>example</b> [6] - 19:12, 54:7, 54:20, 67:6, 76:19, 81:8 <b>except</b> [1] - 5:11 <b>excess</b> [1] - 86:5 <b>excited</b> [1] - 110:5 <b>Exhibit</b> [39] - 49:13, 49:18, 49:21, 52:23, 56:2, 56:3, 56:9, 56:10, 61:10, 62:11, 62:18, 63:9, 63:13, 77:20, 95:4, 95:6, 95:9, 95:11, 98:21, 100:16, 100:17, 100:22, 107:17, 110:21, 112:6, 112:8, 116:23, 116:24, 117:10, 117:21, 119:8, 131:9, 131:11, 133:14, 133:15, 137:20, 139:3, 139:6, 139:8 <b>exhibit</b> [11] - 56:8, 63:2, 94:15, 94:18, 94:25, 107:7, 108:11, 110:20, 119:22, 131:8, 139:2 <b>EXHIBITS</b> [1] - 156:10 <b>exhibits</b> [3] - 49:15, 61:22, 98:20 <b>existing</b> [2] - 16:14, 16:15 <b>expensive</b> [1] - 148:11 <b>expired</b> [1] - 65:4 <b>explain</b> [4] - 30:15, 41:22, 80:10, 126:18 <b>explaining</b> [1] - 27:21 <b>explanation</b> [1] - 132:18 <b>EXPORT</b> [1] - 1:14 <b>exporting</b> [2] - 28:22, 31:2 <b>exports</b> [1] - 125:14 <b>extend</b> [1] - 42:16 <b>extension</b> [3] - 89:23, 90:8, 90:9 <b>extent</b> [2] - 12:23, 38:19 <b>extracted</b> [1] - 26:14 <b>Extremely</b> [1] - 119:18 <b>extremely</b> [2] - 42:11, 76:3	<b>eyesight</b> [1] - 50:6 <b>EZ</b> [11] - 1:10, 18:8, 18:18, 18:21, 20:6, 20:15, 21:6, 21:10, 21:20, 23:5, 32:5  <b>F</b>  <b>fabric</b> [8] - 66:7, 66:20, 70:18, 70:22, 70:24, 77:3, 136:16 <b>fabrication</b> [5] - 66:6, 66:11, 66:15, 83:21, 89:8 <b>fabulous</b> [1] - 149:17 <b>face</b> [4] - 130:18, 130:20 <b>face-to-face</b> [2] - 130:18, 130:20 <b>facets</b> [1] - 105:18 <b>facility</b> [2] - 59:23, 67:10 <b>fact</b> [7] - 48:13, 90:10, 114:10, 134:6, 145:2, 148:10, 150:22 <b>factor</b> [2] - 41:5, 42:12 <b>factories</b> [6] - 104:13, 114:25, 115:8, 131:25, 132:8, 132:14 <b>factoring</b> [1] - 41:25 <b>factors</b> [1] - 98:11 <b>factory</b> [3] - 42:6, 69:3, 138:21 <b>factual</b> [2] - 63:25, 64:4 <b>failure</b> [1] - 92:13 <b>falling</b> [1] - 102:10 <b>familiar</b> [11] - 13:8, 16:18, 17:7, 18:10, 32:12, 36:18, 43:13, 53:7, 61:14, 74:4, 74:7 <b>familiarity</b> [2] - 18:12, 103:13 <b>far</b> [8] - 34:10, 72:6, 73:14, 75:4, 87:24, 114:7, 123:9, 142:15 <b>FASHION</b> [4] - 1:5, 158:2, 159:2, 160:2 <b>Fashion</b> [48] - 41:24, 44:3, 45:23, 47:12, 47:19, 48:6, 48:9, 48:21, 52:7, 53:14, 60:3, 67:8, 67:13, 68:5, 68:15, 71:15, 75:11, 76:5, 80:4, 80:14, 82:5, 82:18, 87:18, 88:25, 89:3, 89:9, 89:19, 89:22, 91:4, 91:21, 100:8, 103:11, 103:19, 118:17, 118:25, 125:11, 125:18, 126:17, 127:11, 129:19, 129:22, 129:25, 130:2, 130:3, 132:7, 132:16, 133:9, 137:7 <b>Fashions</b> [1] - 23:15 <b>FASHIONS</b> [2] - 1:11, 1:17	<b>father</b> [4] - 8:11, 16:23, 18:5, 23:20 <b>February</b> [26] - 12:11, 36:8, 36:17, 59:10, 62:7, 81:16, 82:5, 83:18, 92:22, 109:13, 119:23, 121:17, 122:12, 123:19, 125:2, 130:7, 131:12, 131:13, 131:18, 139:11, 139:12, 139:17, 141:23, 143:8, 145:24, 146:18 <b>federal</b> [1] - 63:17 <b>fee</b> [4] - 104:17, 104:19, 105:3, 105:14 <b>feet</b> [2] - 57:14 <b>few</b> [5] - 54:9, 83:3, 103:17, 113:3, 114:16 <b>fifteen</b> [6] - 51:24, 71:9, 71:14, 73:16, 75:10, 77:18 <b>Fifth</b> [1] - 4:6 <b>figure</b> [2] - 94:7, 123:2 <b>figures</b> [1] - 85:8 <b>FILARDO</b> [18] - 4:9, 148:19, 148:24, 149:5, 149:8, 149:15, 149:22, 150:2, 150:15, 150:25, 151:19, 151:24, 152:18, 153:3, 153:16, 153:19, 154:5, 154:12 <b>file</b> [3] - 31:4, 58:24, 59:5 <b>filed</b> [1] - 63:15 <b>filing</b> [3] - 5:6, 42:13, 91:14 <b>final</b> [1] - 68:23 <b>finance</b> [1] - 124:8 <b>finances</b> [1] - 47:15 <b>financial</b> [1] - 123:17 <b>financing</b> [1] - 41:25 <b>fine</b> [3] - 152:19, 152:20, 153:16 <b>finer</b> [1] - 66:10 <b>finish</b> [3] - 67:17, 110:2, 145:5 <b>finished</b> [1] - 67:3 <b>finishing</b> [1] - 154:7 <b>FINKEL</b> [1] - 3:12 <b>first</b> [30] - 6:4, 9:25, 10:6, 15:14, 25:15, 31:20, 32:8, 32:12, 32:25, 33:4, 36:16, 37:19, 50:17, 69:5, 69:13, 73:20, 73:21, 82:7, 84:25, 91:20, 93:6, 107:22, 121:16, 121:21, 121:23, 121:25, 124:17, 133:13, 149:20 <b>fit</b> [2] - 69:14, 73:25 <b>fitting</b> [1] - 69:16 <b>five</b> [4] - 60:7, 72:13, 107:15, 130:24 <b>five-page</b> [1] - 107:15 <b>flashed</b> [1] - 75:19 <b>fledged</b> [2] - 55:2, 68:15	<b>flew</b> [1] - 128:13 <b>floor</b> [12] - 20:22, 21:5, 21:9, 21:19, 143:17, 143:19, 143:21, 143:24, 144:2, 144:4, 147:22, 147:23 <b>flow</b> [4] - 84:23, 111:9, 111:18, 112:20 <b>Fly</b> [2] - 22:7, 22:9 <b>focus</b> [2] - 39:5, 76:17 <b>focusing</b> [1] - 78:16 <b>followed</b> [1] - 13:6 <b>follows</b> [1] - 6:6 <b>force</b> [1] - 5:18 <b>foregoing</b> [1] - 157:10 <b>form</b> [6] - 5:12, 10:15, 26:14, 39:23, 41:3, 106:19 <b>formatting</b> [1] - 141:15 <b>formed</b> [4] - 14:5, 96:21, 106:10, 106:17 <b>forming</b> [4] - 14:22, 106:14, 106:15 <b>formulated</b> [1] - 129:8 <b>forth</b> [1] - 157:9 <b>forward</b> [7] - 15:4, 59:16, 89:21, 90:13, 103:13, 123:4, 147:18 <b>forwarded</b> [2] - 26:14, 111:23 <b>four</b> [3] - 70:17, 70:21, 76:20 <b>fourth</b> [4] - 26:18, 26:25, 45:24, 118:24 <b>frame</b> [1] - 36:19 <b>free</b> [1] - 154:4 <b>freight</b> [2] - 31:2, 31:6 <b>frequency</b> [1] - 74:13 <b>friendly</b> [1] - 102:16 <b>friends</b> [2] - 106:22, 109:21 <b>front</b> [2] - 51:3, 154:6 <b>froze</b> [1] - 126:13 <b>frozen</b> [1] - 126:11 <b>fruition</b> [1] - 105:5 <b>full</b> [4] - 55:2, 68:15, 133:17, 136:6 <b>full-fledged</b> [2] - 55:2, 68:15 <b>fully</b> [1] - 43:8 <b>funding</b> [1] - 100:6 <b>funds</b> [4] - 39:13, 39:18, 111:4, 111:6 <b>furnished</b> [1] - 5:23 <b>FURTHER</b> [2] - 5:10, 5:15 <b>furthermore</b> [1] - 91:13 <b>future</b> [2] - 86:23, 145:20  <b>G</b>  <b>Gabe</b> [4] - 109:11, 109:16, 126:3, 128:21
--	---	---	--

<p><b>GABRIEL</b> <sup>[1]</sup> - 1:11  <b>Gabriel</b> <sup>[4]</sup> - 13:24, 14:6, 14:18, 129:12  <b>Gabriel's</b> <sup>[1]</sup> - 124:18  <b>garment</b> <sup>[6]</sup> - 33:19, 34:4, 54:19, 136:7, 137:10, 142:13  <b>GARMENT</b> <sup>[4]</sup> - 1:5, 158:2, 159:2, 160:2  <b>garment-died</b> <sup>[1]</sup> - 137:10  <b>garments</b> <sup>[6]</sup> - 27:18, 57:10, 80:12, 136:21, 137:6, 137:8  <b>GARMENTS</b> <sup>[1]</sup> - 1:14  <b>gather</b> <sup>[1]</sup> - 85:15  <b>gears</b> <sup>[1]</sup> - 117:11  <b>general</b> <sup>[1]</sup> - 78:17  <b>generally</b> <sup>[3]</sup> - 16:8, 16:9, 26:24  <b>generate</b> <sup>[1]</sup> - 106:23  <b>generated</b> <sup>[7]</sup> - 53:4, 53:12, 53:17, 54:5, 55:13, 85:25, 86:6  <b>given</b> <sup>[6]</sup> - 53:19, 55:14, 77:3, 90:8, 97:23, 157:11  <b>GMR</b> <sup>[3]</sup> - 92:13, 92:16, 92:23  <b>go-forward</b> <sup>[2]</sup> - 90:13, 103:13  <b>GOLDBERG</b> <sup>[1]</sup> - 3:12  <b>GOLDSTEIN</b> <sup>[1]</sup> - 3:12  <b>goods</b> <sup>[114]</sup> - 22:10, 24:6, 24:10, 24:13, 24:17, 29:6, 29:9, 29:12, 29:14, 30:2, 30:4, 30:7, 30:9, 43:14, 43:19, 43:23, 44:4, 44:19, 45:9, 46:7, 46:15, 46:18, 46:20, 47:5, 47:9, 47:12, 47:20, 48:6, 48:8, 48:22, 51:24, 53:14, 54:3, 54:17, 55:3, 55:7, 58:11, 58:15, 58:19, 58:24, 59:11, 59:14, 59:23, 62:2, 65:2, 65:16, 65:20, 66:17, 68:13, 69:17, 69:18, 69:24, 70:5, 71:24, 73:12, 73:15, 74:15, 74:16, 75:5, 75:8, 75:16, 75:18, 75:24, 78:22, 79:5, 79:15, 79:18, 79:22, 80:2, 80:5, 82:2, 82:7, 82:19, 83:8, 87:4, 87:16, 87:20, 88:6, 88:14, 90:4, 90:10, 90:24, 91:4, 91:8, 91:17, 91:22, 92:8, 98:14, 111:13, 115:7, 116:18, 118:3, 119:15, 121:18, 127:8, 128:5, 128:7, 132:19, 133:2, 134:9, 134:14, 134:23, 135:9, 135:13, 135:24, 136:12, 138:18, 138:20, 139:23, 139:24, 140:3, 143:22,</p>	<p>147:14  <b>gotta</b> <sup>[1]</sup> - 60:18  <b>graduate</b> <sup>[1]</sup> - 33:21  <b>graduated</b> <sup>[2]</sup> - 33:20, 33:23  <b>grander</b> <sup>[1]</sup> - 134:5  <b>gray</b> <sup>[1]</sup> - 76:13  <b>great</b> <sup>[2]</sup> - 51:4, 110:6  <b>greatly</b> <sup>[1]</sup> - 12:17  <b>gritty</b> <sup>[2]</sup> - 39:11, 136:14  <b>gross</b> <sup>[9]</sup> - 86:2, 86:6, 86:21, 86:25, 88:22, 92:16, 92:17, 94:10, 94:13  <b>ground</b> <sup>[2]</sup> - 15:25, 97:12  <b>Group</b> <sup>[1]</sup> - 9:14  <b>guarantee</b> <sup>[2]</sup> - 39:12, 116:20  <b>guaranteed</b> <sup>[1]</sup> - 92:14  <b>guarantees</b> <sup>[1]</sup> - 40:14  <b>guarantor</b> <sup>[4]</sup> - 39:16, 40:18, 40:21, 41:6  <b>guess</b> <sup>[18]</sup> - 36:13, 38:25, 41:7, 42:13, 53:17, 75:2, 84:23, 85:14, 95:3, 96:3, 102:4, 117:7, 123:3, 125:8, 129:11, 132:22, 140:16, 150:4  <b>guessing</b> <sup>[1]</sup> - 94:3  <b>guys</b> <sup>[1]</sup> - 150:7</p>	<p><b>hereinbefore</b> <sup>[1]</sup> - 157:9  <b>herself</b> <sup>[3]</sup> - 139:23, 140:3, 140:12  <b>high</b> <sup>[5]</sup> - 33:20, 33:21, 35:8, 70:25, 111:20  <b>higher</b> <sup>[3]</sup> - 66:9, 78:6, 123:13  <b>himself</b> <sup>[1]</sup> - 99:19  <b>hire</b> <sup>[1]</sup> - 68:5  <b>history</b> <sup>[3]</sup> - 101:11, 116:14, 142:13  <b>hit</b> <sup>[1]</sup> - 140:23  <b>hodgepodge</b> <sup>[1]</sup> - 61:22  <b>HOGAN</b> <sup>[1]</sup> - 3:4  <b>hold</b> <sup>[2]</sup> - 19:8, 19:10  <b>Holdings</b> <sup>[1]</sup> - 100:9  <b>HOLDINGS</b> <sup>[1]</sup> - 1:5  <b>holes</b> <sup>[1]</sup> - 136:16  <b>holiday</b> <sup>[3]</sup> - 149:20, 151:5, 151:7  <b>holidays</b> <sup>[1]</sup> - 151:9  <b>home</b> <sup>[1]</sup> - 146:25  <b>homes</b> <sup>[1]</sup> - 146:25  <b>honest</b> <sup>[2]</sup> - 73:2, 130:17  <b>honestly</b> <sup>[7]</sup> - 8:16, 14:16, 70:12, 71:8, 72:8, 76:14, 97:3  <b>Honestly</b> <sup>[1]</sup> - 135:15  <b>Hong</b> <sup>[1]</sup> - 113:6  <b>hope</b> <sup>[2]</sup> - 106:9, 110:16  <b>horrible</b> <sup>[1]</sup> - 74:3  <b>hour</b> <sup>[1]</sup> - 149:7  <b>hours</b> <sup>[1]</sup> - 149:10  <b>house</b> <sup>[1]</sup> - 79:10  <b>hundreds</b> <sup>[2]</sup> - 145:11, 145:18  <b>hurl</b> <sup>[1]</sup> - 28:18</p>	<p><b>individual</b> <sup>[2]</sup> - 121:4, 121:5, 121:6, 121:7  <b>individuals</b> <sup>[1]</sup> - 67:19  <b>industry</b> <sup>[5]</sup> - 19:6, 34:4, 76:11, 81:13, 134:17  <b>inexpensive</b> <sup>[1]</sup> - 141:6  <b>inferred</b> <sup>[1]</sup> - 123:16  <b>info</b> <sup>[1]</sup> - 132:24  <b>information</b> <sup>[5]</sup> - 46:11, 59:7, 64:4, 113:15, 138:14  <b>initial</b> <sup>[5]</sup> - 26:11, 27:10, 72:4, 72:5, 110:10  <b>initials</b> <sup>[1]</sup> - 100:23  <b>inside</b> <sup>[1]</sup> - 57:10  <b>inspect</b> <sup>[1]</sup> - 82:19  <b>inspected</b> <sup>[1]</sup> - 140:12  <b>inspecting</b> <sup>[2]</sup> - 30:25, 146:20  <b>inspection</b> <sup>[1]</sup> - 140:14  <b>instructions</b> <sup>[1]</sup> - 6:21  <b>insulate</b> <sup>[1]</sup> - 123:3  <b>insurance</b> <sup>[8]</sup> - 28:22, 113:6, 113:7, 113:22, 114:8, 115:23, 116:2, 116:17  <b>insured</b> <sup>[1]</sup> - 113:9  <b>insures</b> <sup>[1]</sup> - 116:18  <b>interest</b> <sup>[13]</sup> - 9:8, 9:20, 10:2, 10:7, 10:25, 16:21, 16:24, 22:19, 40:3, 40:7, 40:10, 43:9, 99:10  <b>interested</b> <sup>[1]</sup> - 157:16  <b>internal</b> <sup>[1]</sup> - 101:10  <b>interrupt</b> <sup>[1]</sup> - 144:17  <b>Intervenor</b> <sup>[4]</sup> - 1:15, 1:18, 3:14, 4:5  <b>introduced</b> <sup>[4]</sup> - 14:20, 32:10, 109:18  <b>inventory</b> <sup>[8]</sup> - 26:12, 42:15, 42:21, 46:21, 52:19, 87:20, 88:6, 88:14  <b>investment</b> <sup>[1]</sup> - 117:15  <b>invoice</b> <sup>[24]</sup> - 42:19, 52:21, 52:23, 52:25, 53:3, 53:5, 53:18, 54:5, 54:10, 54:13, 54:18, 54:22, 55:7, 55:20, 56:15, 56:25, 58:18, 58:19, 58:20, 58:22, 59:4, 59:5, 87:17, 138:9  <b>invoiced</b> <sup>[1]</sup> - 52:7  <b>invoices</b> <sup>[5]</sup> - 48:10, 48:17, 52:16, 55:11, 55:21  <b>involuntary</b> <sup>[1]</sup> - 8:9  <b>involved</b> <sup>[8]</sup> - 8:21, 14:21, 14:23, 22:13, 48:15, 96:2, 98:5, 120:18  <b>involvement</b> <sup>[2]</sup> - 14:17, 124:4  <b>iPhone</b> <sup>[1]</sup> - 50:24  <b>irrespective</b> <sup>[1]</sup> - 30:2  <b>Irrespectively</b> <sup>[1]</sup> - 29:4  <b>IS</b> <sup>[3]</sup> - 5:4, 5:10, 5:15</p>
	<p style="text-align: center;"><b>H</b></p> <p><b>half</b> <sup>[4]</sup> - 15:14, 131:24, 137:2, 142:20  <b>hand</b> <sup>[2]</sup> - 87:4, 139:14  <b>handling</b> <sup>[1]</sup> - 127:19  <b>handwriting</b> <sup>[7]</sup> - 101:13, 101:15, 101:16, 101:19, 101:22, 106:3, 106:5  <b>handy</b> <sup>[1]</sup> - 128:9  <b>hangtags</b> <sup>[1]</sup> - 92:3  <b>happy</b> <sup>[1]</sup> - 93:8  <b>hard</b> <sup>[3]</sup> - 45:6, 50:25, 117:22  <b>hat</b> <sup>[2]</sup> - 97:9  <b>head</b> <sup>[4]</sup> - 12:10, 120:10, 140:23, 146:5  <b>hear</b> <sup>[1]</sup> - 42:7  <b>heart</b> <sup>[1]</sup> - 122:19  <b>held</b> <sup>[9]</sup> - 2:4, 18:25, 20:7, 20:9, 20:10, 22:4, 22:8, 42:15, 129:2  <b>help</b> <sup>[5]</sup> - 25:8, 75:20, 104:25, 113:4, 113:16  <b>helpful</b> <sup>[1]</sup> - 108:2  <b>helping</b> <sup>[1]</sup> - 103:9  <b>HEREBY</b> <sup>[1]</sup> - 5:4  <b>hereby</b> <sup>[2]</sup> - 5:8, 157:6  <b>herein</b> <sup>[3]</sup> - 5:6, 5:25, 6:3</p>	<p style="text-align: center;"><b>I</b></p> <p><b>idea</b> <sup>[2]</sup> - 22:16, 134:21  <b>identification</b> <sup>[2]</sup> - 49:22, 63:10  <b>identify</b> <sup>[1]</sup> - 55:21  <b>immediate</b> <sup>[1]</sup> - 85:19  <b>impact</b> <sup>[1]</sup> - 41:24  <b>import</b> <sup>[1]</sup> - 16:11  <b>IMPORT</b> <sup>[1]</sup> - 1:14  <b>important</b> <sup>[1]</sup> - 113:10  <b>importantly</b> <sup>[1]</sup> - 98:10  <b>imports</b> <sup>[1]</sup> - 126:5  <b>in-house</b> <sup>[1]</sup> - 79:10  <b>included</b> <sup>[1]</sup> - 103:6  <b>increase</b> <sup>[1]</sup> - 113:4  <b>increased</b> <sup>[2]</sup> - 99:10, 137:23  <b>indicate</b> <sup>[2]</sup> - 36:4, 71:24  <b>indicated</b> <sup>[2]</sup> - 79:3, 133:25  <b>indicates</b> <sup>[1]</sup> - 77:23</p>	

<p><b>issue</b> <sup>[47]</sup> - 12:2, 12:9, 24:13, 24:18, 27:17, 29:7, 36:16, 36:19, 37:16, 41:24, 42:8, 43:14, 43:19, 44:4, 48:4, 51:25, 52:16, 55:3, 65:2, 65:7, 68:13, 69:17, 69:25, 71:2, 71:8, 73:11, 82:7, 88:22, 93:6, 111:4, 114:3, 114:5, 115:20, 117:15, 123:9, 124:9, 129:9, 130:22, 131:3, 132:3, 132:6, 133:24, 136:10, 136:24, 140:9, 147:25, 148:2</p> <p><b>issues</b> <sup>[30]</sup> - 12:8, 37:20, 37:24, 41:14, 73:14, 75:4, 75:23, 76:8, 78:25, 82:2, 83:9, 102:20, 111:10, 117:14, 118:3, 119:10, 124:5, 126:21, 127:9, 129:5, 132:18, 132:23, 132:24, 133:4, 134:15, 139:20, 140:6, 140:15, 142:13, 148:9</p> <p><b>issuing</b> <sup>[2]</sup> - 25:15, 25:21</p> <p><b>IT</b> <sup>[3]</sup> - 5:4, 5:10, 5:15</p> <p><b>item</b> <sup>[9]</sup> - 53:23, 53:25, 55:8, 57:16, 66:23, 90:23, 137:12, 141:6, 148:9</p> <p><b>items</b> <sup>[5]</sup> - 53:21, 71:6, 88:18, 134:2, 138:13</p> <p><b>itself</b> <sup>[2]</sup> - 57:18, 67:2</p>	<p>42:2, 44:3, 45:22, 46:19, 47:11, 48:5, 48:16, 48:20, 51:25, 52:8, 53:13, 62:12, 62:15, 62:20, 64:11, 64:15, 64:16, 65:10, 65:19, 65:22, 66:14, 66:16, 66:19, 67:7, 67:11, 67:18, 71:16, 71:20, 72:20, 75:11, 75:15, 76:5, 80:4, 81:3, 83:22, 84:14, 84:15, 85:10, 85:13, 88:13, 89:7, 89:18, 89:20, 91:23, 91:24, 92:2, 95:22, 96:11, 96:14, 96:18, 97:5, 97:8, 97:9, 97:14, 98:22, 100:2, 100:3, 101:7, 101:9, 103:22, 104:2, 105:24, 108:7, 108:14, 109:3, 109:5, 111:3, 111:14, 113:13, 113:24, 114:4, 114:14, 115:7, 118:2, 120:6, 120:11, 120:14, 120:15, 120:19, 120:20, 121:8, 121:10, 121:11, 121:14, 121:17, 123:11, 123:20, 126:6, 126:8, 126:14, 127:7, 127:15, 128:6, 132:17, 133:8, 143:10, 144:6</p> <p><b>Jeans'</b> <sup>[7]</sup> - 12:20, 82:19, 83:12, 83:15, 114:22, 135:24, 140:17</p> <p><b>jeans.com</b> <sup>[1]</sup> - 101:5</p> <p><b>jeopardy</b> <sup>[1]</sup> - 122:20</p> <p><b>Jericho</b> <sup>[1]</sup> - 3:8</p> <p><b>Jersey</b> <sup>[1]</sup> - 144:13</p> <p><b>Jewish</b> <sup>[2]</sup> - 101:20, 151:8</p> <p><b>job</b> <sup>[2]</sup> - 127:10, 149:17</p> <p><b>Joy</b> <sup>[1]</sup> - 119:12</p> <p><b>JR</b> <sup>[1]</sup> - 4:9</p> <p><b>judge</b> <sup>[1]</sup> - 154:6</p> <p><b>July</b> <sup>[1]</sup> - 112:10</p> <p><b>jumped</b> <sup>[1]</sup> - 86:11</p> <p><b>June</b> <sup>[1]</sup> - 112:15</p> <p><b>jurat</b> <sup>[1]</sup> - 154:16</p>	<p><b>King</b> <sup>[1]</sup> - 101:25</p> <p><b>knowledge</b> <sup>[15]</sup> - 13:15, 13:18, 15:19, 15:21, 17:4, 17:17, 23:13, 31:19, 51:21, 64:25, 99:11, 108:4, 109:5, 117:5, 121:15</p> <p><b>Kong</b> <sup>[1]</sup> - 113:6</p> <p><b>Kong-based</b> <sup>[1]</sup> - 113:6</p> <p style="text-align: center;"><b>L</b></p> <p><b>LA</b> <sup>[5]</sup> - 29:25, 30:4, 30:6, 30:18, 30:19</p> <p><b>label</b> <sup>[9]</sup> - 64:15, 64:17, 66:14, 84:2, 84:13, 91:19, 91:23, 91:24, 140:9</p> <p><b>labeling</b> <sup>[1]</sup> - 92:10</p> <p><b>labels</b> <sup>[1]</sup> - 136:18</p> <p><b>Labels</b> <sup>[1]</sup> - 65:9</p> <p><b>lack</b> <sup>[2]</sup> - 111:4, 134:15</p> <p><b>ladies</b> <sup>[2]</sup> - 26:20, 26:24</p> <p><b>Ladies</b> <sup>[1]</sup> - 10:11</p> <p><b>ladies'</b> <sup>[1]</sup> - 32:24</p> <p><b>lands</b> <sup>[1]</sup> - 30:18</p> <p><b>Langone</b> <sup>[1]</sup> - 123:2</p> <p><b>language</b> <sup>[1]</sup> - 134:22</p> <p><b>laptop</b> <sup>[1]</sup> - 51:5</p> <p><b>large</b> <sup>[2]</sup> - 44:2, 111:24</p> <p><b>largest</b> <sup>[2]</sup> - 35:19, 135:16</p> <p><b>Last</b> <sup>[1]</sup> - 118:12</p> <p><b>last</b> <sup>[8]</sup> - 33:5, 92:12, 118:14, 118:15, 124:17, 125:24, 131:24</p> <p><b>late</b> <sup>[5]</sup> - 72:18, 84:8, 152:11, 152:14, 152:23</p> <p><b>launch</b> <sup>[1]</sup> - 110:10</p> <p><b>launched</b> <sup>[1]</sup> - 110:11</p> <p><b>Lauren</b> <sup>[5]</sup> - 119:23, 120:3, 122:25, 143:8, 146:19</p> <p><b>lawsuit</b> <sup>[4]</sup> - 8:20, 9:2, 12:2, 115:14</p> <p><b>lawsuits</b> <sup>[2]</sup> - 8:21, 8:24</p> <p><b>lead</b> <sup>[1]</sup> - 105:23</p> <p><b>Leaf</b> <sup>[46]</sup> - 41:24, 44:4, 45:23, 47:12, 47:19, 48:6, 48:9, 48:21, 52:7, 53:14, 60:3, 67:8, 67:13, 68:5, 68:15, 71:15, 75:11, 76:5, 80:4, 82:5, 82:18, 87:18, 88:25, 89:3, 89:9, 89:19, 89:22, 91:5, 91:21, 100:8, 103:11, 103:20, 118:17, 118:25, 125:11, 125:18, 126:17, 129:19, 129:22, 129:25, 130:3, 132:7, 132:16, 133:9, 137:7</p> <p><b>LEAF</b> <sup>[4]</sup> - 1:5, 158:2, 159:2, 160:2</p> <p><b>learn</b> <sup>[1]</sup> - 115:12</p>	<p><b>Lease</b> <sup>[1]</sup> - 127:11</p> <p><b>least</b> <sup>[3]</sup> - 77:4, 84:16, 111:18</p> <p><b>leave</b> <sup>[2]</sup> - 83:2, 127:18</p> <p><b>leaves</b> <sup>[1]</sup> - 30:16</p> <p><b>leaving</b> <sup>[3]</sup> - 60:5, 147:4</p> <p><b>led</b> <sup>[2]</sup> - 64:4, 95:24</p> <p><b>left</b> <sup>[3]</sup> - 56:16, 65:8, 141:12</p> <p><b>lender</b> <sup>[9]</sup> - 37:3, 39:12, 39:16, 41:16, 41:21, 42:12, 42:20, 91:14, 111:22</p> <p><b>lenders</b> <sup>[8]</sup> - 23:4, 37:16, 38:12, 38:17, 38:20, 38:25, 41:13, 98:11</p> <p><b>Leon</b> <sup>[4]</sup> - 19:16, 121:3, 121:5, 121:7</p> <p><b>less</b> <sup>[6]</sup> - 10:23, 78:4, 90:6, 94:12, 98:8, 153:14</p> <p><b>lesser</b> <sup>[1]</sup> - 12:22</p> <p><b>letter</b> <sup>[4]</sup> - 147:3, 149:24, 150:19, 153:23</p> <p><b>Letter</b> <sup>[1]</sup> - 147:7</p> <p><b>letters</b> <sup>[2]</sup> - 56:20, 58:23</p> <p><b>level</b> <sup>[3]</sup> - 119:19, 123:13, 124:23</p> <p><b>liabilities</b> <sup>[3]</sup> - 14:10, 35:23, 38:12</p> <p><b>Liability</b> <sup>[1]</sup> - 98:23</p> <p><b>liability</b> <sup>[4]</sup> - 38:16, 38:20, 62:16, 62:19</p> <p><b>license</b> <sup>[15]</sup> - 19:11, 19:14, 22:8, 22:11, 64:16, 64:19, 64:22, 64:25, 65:4, 65:10, 91:12, 92:6, 120:22, 120:25, 121:12</p> <p><b>licensed</b> <sup>[3]</sup> - 19:5, 19:7, 121:8</p> <p><b>licenses</b> <sup>[8]</sup> - 18:25, 19:3, 19:4, 19:8, 20:7, 21:24, 22:3, 22:5</p> <p><b>licensing</b> <sup>[1]</sup> - 93:3</p> <p><b>licensor</b> <sup>[1]</sup> - 92:19</p> <p><b>lien</b> <sup>[2]</sup> - 42:13, 91:14</p> <p><b>light</b> <sup>[1]</sup> - 137:3</p> <p><b>lightweight</b> <sup>[1]</sup> - 66:7</p> <p><b>limited</b> <sup>[5]</sup> - 28:23, 62:16, 62:19, 134:2, 134:6</p> <p><b>Limited</b> <sup>[2]</sup> - 23:15, 98:22</p> <p><b>LIMITED</b> <sup>[2]</sup> - 1:11, 1:17</p> <p><b>LINE</b> <sup>[3]</sup> - 158:6, 159:6, 160:6</p> <p><b>line</b> <sup>[9]</sup> - 43:10, 81:23, 89:13, 110:5, 110:11, 110:15, 113:5, 114:4, 125:16</p> <p><b>lined</b> <sup>[1]</sup> - 59:4</p> <p><b>lines</b> <sup>[2]</sup> - 40:14, 131:25</p> <p><b>liquidate</b> <sup>[2]</sup> - 143:14, 143:21</p> <p><b>liquidated</b> <sup>[2]</sup> - 46:22, 79:20</p>
<p style="text-align: center;"><b>J</b></p> <p><b>jacket</b> <sup>[10]</sup> - 53:24, 66:19, 67:20, 68:2, 68:6, 80:24, 126:11, 126:14, 148:6</p> <p><b>jackets</b> <sup>[13]</sup> - 26:20, 26:25, 57:17, 64:11, 66:8, 67:7, 70:18, 76:20, 77:2, 80:15, 126:24, 135:22, 148:3</p> <p><b>January</b> <sup>[5]</sup> - 36:5, 37:12, 37:13, 82:12, 92:21</p> <p><b>jeans</b> <sup>[2]</sup> - 65:18, 84:2</p> <p><b>JEANS</b> <sup>[6]</sup> - 1:9, 1:9, 158:2, 159:2, 160:2</p> <p><b>Jeans</b> <sup>[156]</sup> - 9:13, 10:7, 10:8, 10:10, 10:13, 10:21, 11:2, 11:13, 12:14, 13:5, 13:9, 13:10, 13:12, 13:19, 13:23, 14:3, 14:4, 14:10, 14:19, 14:25, 15:3, 15:8, 15:15, 15:19, 15:23, 16:16, 17:24, 18:6, 18:22, 19:10, 19:15, 19:18, 20:4, 20:21, 20:24, 21:10, 21:25, 25:20, 26:19, 26:23, 27:13, 27:15, 27:17, 28:24, 29:8, 29:11, 31:13, 31:20, 32:8, 33:17, 33:25, 34:9, 34:16, 34:21, 34:24, 35:17, 40:25, 41:12,</p>	<p style="text-align: center;"><b>K</b></p> <p><b>keep</b> <sup>[2]</sup> - 16:14, 101:11</p> <p><b>Keep</b> <sup>[1]</sup> - 150:15</p> <p><b>keeping</b> <sup>[2]</sup> - 65:5, 65:6</p> <p><b>Kevin</b> <sup>[8]</sup> - 28:12, 70:10, 88:2, 93:17, 148:20, 149:9, 153:10, 153:23</p> <p><b>KEVIN</b> <sup>[1]</sup> - 3:18</p> <p><b>kidding</b> <sup>[1]</sup> - 60:19</p> <p><b>kind</b> <sup>[7]</sup> - 35:20, 76:13, 84:21, 100:13, 103:8, 124:7, 139:5</p> <p><b>kindly</b> <sup>[1]</sup> - 138:19</p> <p><b>KING</b> <sup>[1]</sup> - 4:4</p>		



<p><b>liquidation</b> [2] - 46:25, 135:10</p> <p><b>list</b> [8] - 134:5, 137:19, 137:22, 137:25, 138:10, 138:14, 141:18, 145:9</p> <p><b>listed</b> [4] - 17:9, 114:4, 139:20, 143:5</p> <p><b>listing</b> [1] - 140:13</p> <p><b>lists</b> [2] - 44:7, 134:5</p> <p><b>litigation</b> [6] - 43:15, 43:19, 43:24, 44:5, 55:4, 65:3</p> <p><b>LLC</b> [50] - 1:5, 1:9, 1:9, 1:10, 1:10, 1:11, 1:17, 9:13, 9:14, 9:15, 9:17, 9:21, 10:2, 10:7, 10:10, 11:13, 13:9, 13:10, 13:20, 14:5, 14:19, 14:25, 15:8, 15:15, 15:20, 15:24, 16:16, 16:19, 16:22, 17:5, 17:8, 17:13, 18:6, 18:9, 21:14, 22:4, 22:19, 22:25, 23:5, 23:9, 23:15, 62:21, 96:22, 98:22, 100:11, 108:15</p> <p><b>LLCs</b> [1] - 106:23</p> <p><b>LLP</b> [2] - 3:4, 3:12</p> <p><b>located</b> [7] - 17:20, 20:21, 21:6, 21:17, 23:25, 30:13, 102:23</p> <p><b>location</b> [3] - 18:3, 20:23, 21:19</p> <p><b>logistical</b> [1] - 37:16</p> <p><b>logistics</b> [2] - 120:10, 124:8</p> <p><b>long-standing</b> [1] - 102:6</p> <p><b>look</b> [11] - 60:23, 75:16, 75:17, 82:14, 83:8, 100:18, 107:19, 128:4, 135:14, 135:15, 139:14</p> <p><b>looked</b> [1] - 71:23</p> <p><b>looking</b> [9] - 25:2, 100:21, 103:10, 118:7, 119:21, 130:6, 137:20, 141:14</p> <p><b>looks</b> [9] - 37:5, 56:14, 112:9, 112:12, 116:25, 139:21, 141:13, 141:18</p> <p><b>loose</b> [2] - 136:22, 140:10</p> <p><b>lose</b> [1] - 64:22</p> <p><b>loss</b> [4] - 35:19, 89:25, 92:13, 93:10</p> <p><b>loss/gross</b> [1] - 86:23</p> <p><b>lost</b> [5] - 65:2, 84:16, 90:20, 92:22, 93:20</p> <p><b>low</b> [1] - 69:6</p> <p><b>lower</b> [2] - 135:18, 135:19</p> <p><b>LTD</b> [2] - 1:5, 1:14</p> <p><b>LY</b> [2] - 118:11, 118:13</p>	<p>81:19, 81:25, 82:4, 101:3, 101:11, 105:11, 106:8, 106:11, 108:11, 109:10, 110:4, 110:23, 110:24, 112:9, 112:12, 112:15, 112:17, 116:25, 117:6, 117:24, 118:6, 119:20, 119:22, 120:2, 120:13, 121:17, 122:5, 124:6, 125:2, 125:4, 126:11, 128:25, 130:5, 130:6, 130:8, 130:11, 130:13, 131:11, 131:14, 131:16, 131:18, 131:19, 133:3, 133:12, 133:15, 134:3, 134:4, 138:17, 139:11, 139:17, 139:19, 140:18, 141:2, 141:8, 141:12, 141:13, 141:23, 143:8, 146:18</p> <p><b>mails</b> [16] - 12:10, 36:14, 36:15, 36:23, 103:3, 117:6, 117:13, 117:18, 117:19, 122:4, 122:7, 128:10, 131:15, 132:21, 153:11, 153:14</p> <p><b>main</b> [3] - 23:21, 129:18, 140:8</p> <p><b>major</b> [6] - 11:14, 11:16, 12:25, 13:4, 136:11, 136:24</p> <p><b>majority</b> [3] - 22:15, 70:25, 71:7</p> <p><b>MALLESONS</b> [1] - 4:4</p> <p><b>man</b> [1] - 70:14</p> <p><b>manage</b> [1] - 32:17</p> <p><b>managed</b> [4] - 15:17, 23:3, 98:9, 126:5</p> <p><b>management</b> [4] - 104:17, 104:19, 105:3, 105:14</p> <p><b>managing</b> [1] - 105:17</p> <p><b>mandated</b> [1] - 91:12</p> <p><b>Manhattan</b> [2] - 128:3, 146:23</p> <p><b>manner</b> [1] - 97:19</p> <p><b>manufacture</b> [2] - 27:14, 68:6</p> <p><b>manufactured</b> [11] - 24:10, 29:14, 29:16, 54:4, 59:14, 59:18, 59:19, 68:11, 89:2, 111:13, 115:8</p> <p><b>manufacturer</b> [2] - 111:14, 111:15</p> <p><b>manufactures</b> [1] - 29:19</p> <p><b>manufacturing</b> [2] - 32:24, 66:17</p> <p><b>margin</b> [4] - 81:2, 81:3, 111:20, 111:23</p> <p><b>mark</b> [8] - 45:3, 49:13, 63:3, 63:4, 95:8, 139:5, 143:14, 145:19</p> <p><b>markdown</b> [3] - 85:19,</p>	<p>86:13</p> <p><b>markdowns</b> [4] - 45:20, 85:17, 89:13, 90:3</p> <p><b>marked</b> [15] - 46:7, 49:20, 63:8, 81:11, 95:3, 95:11, 98:20, 100:16, 107:16, 112:6, 112:7, 116:23, 117:10, 131:10, 139:7</p> <p><b>market</b> [1] - 42:11</p> <p><b>markets</b> [1] - 11:19</p> <p><b>marking</b> [3] - 90:7, 95:5, 95:9</p> <p><b>Marmaxx</b> [6] - 12:22, 13:2, 13:7, 19:20, 19:21, 27:5</p> <p><b>marriage</b> [1] - 157:15</p> <p><b>Marshalls</b> [6] - 11:18, 11:20, 11:24, 12:12, 47:20, 67:7</p> <p><b>massive</b> [2] - 50:5, 128:22</p> <p><b>matter</b> [7] - 6:17, 8:16, 9:4, 36:12, 104:8, 151:4, 157:16</p> <p><b>Max</b> [5] - 19:15, 19:16, 19:18, 20:4, 121:2</p> <p><b>Maxx</b> [85] - 11:19, 11:20, 11:24, 12:13, 19:11, 19:16, 19:25, 24:6, 26:20, 42:25, 44:10, 44:16, 44:25, 45:15, 46:6, 47:10, 48:23, 59:12, 64:9, 64:15, 65:19, 65:22, 66:14, 66:18, 67:23, 67:25, 74:22, 78:10, 78:16, 79:4, 79:12, 79:16, 80:20, 80:22, 81:8, 81:21, 81:25, 82:6, 83:11, 83:15, 83:19, 83:22, 83:24, 84:11, 84:14, 84:19, 85:21, 87:3, 88:20, 91:22, 91:24, 91:25, 92:2, 93:23, 94:12, 110:17, 111:16, 117:25, 118:23, 119:12, 119:15, 120:4, 120:5, 120:14, 120:19, 120:20, 121:3, 121:5, 121:7, 121:8, 121:11, 121:13, 124:5, 126:13, 127:6, 128:2, 128:6, 134:18, 135:5, 140:7, 142:2, 142:10, 147:13, 148:4, 148:8</p> <p><b>Maxx's</b> [2] - 134:22, 143:23</p> <p><b>mean</b> [32] - 9:9, 19:2, 20:12, 35:8, 41:20, 43:2, 46:10, 47:13, 56:23, 63:24, 66:18, 66:22, 78:17, 81:6, 82:8, 84:5, 87:3, 97:16, 97:20, 106:16, 109:7, 111:7, 111:8, 112:16, 117:7, 120:17, 121:16, 123:5, 132:5, 140:13, 141:2</p> <p><b>meaning</b> [4] - 18:21, 45:22, 109:16, 118:24</p> <p><b>means</b> [4] - 30:24, 90:16, 99:9, 144:6</p>	<p><b>meant</b> [1] - 123:16</p> <p><b>medication</b> [1] - 7:19</p> <p><b>medium</b> [1] - 137:3</p> <p><b>meet</b> [5] - 32:25, 128:14, 128:17, 128:20, 130:18</p> <p><b>meeting</b> [7] - 122:24, 128:22, 128:23, 129:2, 129:4, 129:9, 129:11</p> <p><b>meetings</b> [1] - 131:5</p> <p><b>members</b> [1] - 132:14</p> <p><b>menswear</b> [1] - 9:18</p> <p><b>mention</b> [2] - 44:16, 113:23</p> <p><b>mentioned</b> [10] - 82:22, 84:18, 86:9, 88:18, 103:25, 113:3, 115:18, 115:21, 135:8, 140:11</p> <p><b>merchandise</b> [3] - 31:12, 47:23, 79:9</p> <p><b>mess</b> [1] - 35:18</p> <p><b>met</b> [3] - 32:14, 109:23, 130:19</p> <p><b>metric</b> [1] - 93:15</p> <p><b>MICHAEL</b> [1] - 3:9</p> <p><b>Michael</b> [1] - 6:16</p> <p><b>Middle</b> [1] - 119:4</p> <p><b>middle</b> [4] - 15:11, 31:25, 33:7, 119:3</p> <p><b>might</b> [3] - 95:17, 118:20, 144:12</p> <p><b>Mike</b> [14] - 25:2, 25:9, 30:14, 48:25, 57:7, 60:18, 60:22, 70:6, 148:18, 148:24, 149:16, 151:7, 153:25</p> <p><b>mill</b> [1] - 137:11</p> <p><b>million</b> [32] - 10:22, 11:7, 11:10, 11:12, 41:19, 43:2, 43:3, 45:19, 46:8, 46:15, 46:17, 46:18, 52:2, 77:24, 77:25, 78:13, 79:6, 79:8, 84:17, 85:20, 86:5, 86:12, 87:9, 87:11, 93:11, 94:7, 94:14, 133:2, 142:18, 146:12</p> <p><b>million-two</b> [2] - 46:17, 46:18</p> <p><b>mind</b> [3] - 150:15, 152:13, 153:13</p> <p><b>mindset</b> [3] - 140:19, 140:20, 141:22</p> <p><b>minimum</b> [2] - 92:17, 92:18</p> <p><b>minute</b> [1] - 49:7</p> <p><b>mistaken</b> [3] - 83:17, 100:9, 109:19</p> <p><b>mitigate</b> [1] - 93:4</p> <p><b>mixed</b> [2] - 47:13, 58:11</p> <p><b>model</b> [1] - 48:2</p> <p><b>moment</b> [1] - 133:22</p> <p><b>Monday</b> [1] - 122:12</p> <p><b>money</b> [8] - 42:16, 48:24, 59:13, 92:20, 96:17, 99:17, 99:20, 148:5</p>
<b>M</b>			
<p><b>Macy's</b> [1] - 142:5</p> <p><b>mail</b> [63] - 36:16, 81:15,</p>			

<p><b>monies</b> [12] - 39:8, 39:17, 41:13, 47:11, 96:11, 99:9, 99:23, 99:24, 100:4, 109:3, 117:3, 117:4</p> <p><b>monitor</b> [4] - 50:5, 50:21, 51:2</p> <p><b>month</b> [4] - 31:22, 86:20, 104:16, 105:2</p> <p><b>monthly</b> [1] - 84:20</p> <p><b>months</b> [4] - 83:3, 83:19, 84:25, 103:17</p> <p><b>morning</b> [1] - 152:4</p> <p><b>Morris</b> [3] - 101:25, 102:4, 105:12</p> <p><b>most</b> [4] - 53:12, 77:24, 123:14, 140:8</p> <p><b>move</b> [3] - 76:18, 98:5, 131:8</p> <p><b>Move</b> [1] - 107:7</p> <p><b>MR</b> [137] - 6:15, 7:5, 7:17, 10:14, 10:19, 24:20, 25:3, 25:8, 25:10, 28:15, 29:3, 30:14, 39:22, 40:2, 40:16, 40:19, 41:2, 41:11, 41:22, 42:3, 44:6, 44:12, 44:13, 45:11, 45:13, 48:25, 49:4, 49:6, 49:8, 49:12, 49:24, 51:4, 51:7, 52:12, 52:14, 57:7, 57:12, 57:23, 58:2, 58:7, 58:10, 60:9, 60:11, 60:14, 60:15, 60:18, 60:20, 60:21, 60:25, 61:3, 61:16, 61:19, 61:23, 63:4, 63:12, 70:4, 70:7, 70:13, 71:3, 74:16, 74:19, 74:20, 80:9, 80:18, 80:23, 88:4, 93:19, 94:16, 94:19, 94:22, 94:24, 101:20, 101:24, 107:9, 107:13, 107:20, 144:16, 144:22, 144:25, 145:2, 145:7, 148:12, 148:17, 148:19, 148:21, 148:24, 149:3, 149:5, 149:7, 149:8, 149:11, 149:13, 149:15, 149:16, 149:22, 149:24, 150:2, 150:4, 150:5, 150:7, 150:11, 150:15, 150:24, 150:25, 151:3, 151:6, 151:8, 151:10, 151:11, 151:13, 151:16, 151:19, 151:22, 151:24, 152:2, 152:9, 152:13, 152:16, 152:18, 152:21, 152:25, 153:3, 153:5, 153:7, 153:8, 153:16, 153:17, 153:19, 153:21, 153:22, 153:24, 154:2, 154:5, 154:8, 154:12, 155:2, 156:7</p> <p><b>multiple</b> [22] - 18:21, 18:23, 19:8, 24:16, 24:24, 25:13,</p>	<p>53:21, 67:13, 70:18, 70:20, 70:22, 70:24, 71:5, 83:2, 83:3, 97:22, 118:16, 127:5, 132:21, 143:6</p> <p><b>Multiple</b> [1] - 68:12</p> <p><b>must</b> [1] - 128:2</p> <p><b>must've</b> [1] - 109:6</p> <p><b>mutual</b> [1] - 32:14</p>	<p><b>net</b> [1] - 89:24</p> <p><b>never</b> [15] - 15:24, 18:4, 70:14, 79:12, 80:4, 84:14, 97:20, 97:21, 102:15, 104:9, 105:20, 119:18, 130:12, 141:25, 142:8</p> <p><b>NEW</b> [5] - 1:3, 1:9, 1:10, 1:10, 1:17</p> <p><b>new</b> [14] - 13:11, 13:14, 14:12, 16:12, 39:18, 74:2, 83:24, 83:25, 84:16, 90:21, 100:10, 106:10, 109:22</p> <p><b>New</b> [26] - 2:7, 3:8, 3:17, 4:8, 6:5, 6:14, 16:18, 16:22, 17:5, 17:8, 17:12, 21:4, 21:14, 21:24, 22:4, 22:19, 22:25, 23:9, 32:5, 34:18, 101:12, 102:24, 102:25, 144:13, 157:6</p> <p><b>next</b> [20] - 3:25, 18:8, 23:8, 52:22, 56:8, 63:2, 73:21, 89:12, 90:23, 94:15, 94:17, 94:25, 98:17, 105:11, 107:7, 110:20, 131:8, 139:2, 154:3, 154:15</p> <p><b>nice</b> [2] - 93:9, 101:21</p> <p><b>nicer</b> [1] - 66:10</p> <p><b>nine</b> [1] - 83:19</p> <p><b>ninety</b> [2] - 48:11, 72:15</p> <p><b>nitty</b> [2] - 39:11, 136:14</p> <p><b>nitty-gritty</b> [2] - 39:11, 136:14</p> <p><b>non</b> [1] - 88:25</p> <p><b>non-Fashion</b> [1] - 88:25</p> <p><b>nonconforming</b> [1] - 78:22</p> <p><b>noon</b> [1] - 152:19</p> <p><b>north</b> [1] - 146:8</p> <p><b>North</b> [1] - 3:6</p> <p><b>NOTARY</b> [1] - 155:18</p> <p><b>Notary</b> [3] - 2:6, 6:4, 157:5</p> <p><b>notate</b> [2] - 45:6, 76:10</p> <p><b>notated</b> [2] - 47:24, 127:2</p> <p><b>notating</b> [1] - 78:9</p> <p><b>noted</b> [1] - 81:10</p> <p><b>notes</b> [1] - 78:12</p> <p><b>nothing</b> [3] - 38:9, 61:16, 75:25</p> <p><b>Nothing</b> [1] - 122:18</p> <p><b>noticed</b> [2] - 128:7, 136:12</p> <p><b>notified</b> [1] - 118:2</p> <p><b>November</b> [5] - 59:10, 59:16, 61:5, 71:25</p> <p><b>number</b> [30] - 44:21, 49:17, 52:18, 52:20, 52:23, 53:3, 53:5, 53:16, 53:18, 53:25, 54:5, 54:13, 54:18, 54:19, 54:22, 55:12, 63:16, 79:8, 85:19, 85:23, 86:8, 86:16, 87:13, 87:23, 93:16, 94:9, 94:14, 134:2, 138:9, 145:25</p>	<p><b>numbers</b> [8] - 54:16, 55:7, 55:20, 78:7, 85:11, 85:12, 85:15, 138:9</p> <p><b>nutshell</b> [1] - 110:19</p> <p><b>NY</b> [1] - 4:8</p>
<b>N</b>			
<p><b>name</b> [15] - 6:8, 6:15, 13:19, 29:24, 100:22, 102:2, 115:21, 115:23, 116:6, 121:8, 124:17, 125:21, 125:24, 136:18</p> <p><b>named</b> [4] - 22:3, 32:4, 119:12, 120:25</p> <p><b>names</b> [4] - 25:25, 26:5, 73:3, 113:19</p> <p><b>narrative</b> [1] - 24:23</p> <p><b>Nash</b> [1] - 95:2</p> <p><b>NASH</b> [55] - 3:18, 10:14, 24:20, 25:8, 28:15, 30:14, 39:22, 40:16, 41:2, 41:22, 44:6, 45:11, 48:25, 49:6, 51:4, 52:12, 57:7, 57:23, 58:2, 58:7, 60:9, 60:14, 60:18, 60:21, 60:25, 61:16, 61:23, 70:4, 70:13, 74:16, 80:9, 80:18, 93:19, 94:19, 101:20, 144:16, 144:22, 144:25, 148:17, 149:11, 149:16, 150:5, 150:11, 150:24, 151:6, 151:10, 151:13, 151:22, 152:9, 152:16, 152:21, 153:7, 153:21, 153:24, 154:8</p> <p><b>Nathan</b> [8] - 119:24, 120:8, 120:9, 124:6, 126:2, 133:15, 143:8, 146:19</p> <p><b>Nathan@maxxjeans</b> [1] - 120:12</p> <p><b>national</b> [1] - 135:17</p> <p><b>nature</b> [6] - 8:6, 9:2, 9:16, 10:9, 18:17, 24:4</p> <p><b>navy</b> [2] - 137:2</p> <p><b>near</b> [2] - 135:5, 146:24</p> <p><b>neat</b> [1] - 101:23</p> <p><b>necessarily</b> [2] - 30:12, 54:8</p> <p><b>neck</b> [1] - 136:19</p> <p><b>need</b> [12] - 7:9, 26:25, 50:11, 51:10, 63:18, 74:2, 94:16, 100:20, 134:19, 135:14, 138:14, 149:6</p> <p><b>needed</b> [3] - 46:11, 107:5, 110:25</p> <p><b>needle</b> [1] - 75:2</p>			
<b>O</b>			
<p><b>o'clock</b> [5] - 144:20, 153:15, 153:17, 153:20, 155:3</p> <p><b>oath</b> [1] - 5:18</p> <p><b>object</b> [1] - 24:21</p> <p><b>Objection</b> [3] - 10:14, 39:22, 41:2</p> <p><b>objection</b> [1] - 114:14</p> <p><b>objections</b> [3] - 5:11, 114:16, 114:21</p> <p><b>obligations</b> [1] - 40:24</p> <p><b>observance</b> [1] - 151:21</p> <p><b>obtained</b> [3] - 40:23, 89:20, 120:22</p> <p><b>obtaining</b> [1] - 66:20</p> <p><b>obvious</b> [1] - 133:6</p> <p><b>Obviously</b> [1] - 92:21</p> <p><b>obviously</b> [5] - 79:24, 81:7, 89:21, 100:23, 136:17</p> <p><b>occurred</b> [4] - 72:23, 83:18, 92:21, 135:17</p> <p><b>Ocean</b> [1] - 6:13</p> <p><b>ocean</b> [1] - 60:21</p> <p><b>OCTOBER</b> [4] - 1:22, 158:3, 159:3, 160:3</p> <p><b>odd</b> [1] - 140:4</p> <p><b>OF</b> [3] - 1:3, 1:25, 2:2</p> <p><b>offered</b> [1] - 143:13</p> <p><b>offhand</b> [5] - 46:5, 47:2, 70:11, 87:25, 146:2</p> <p><b>Offhand</b> [2] - 10:22, 70:16</p> <p><b>office</b> [12] - 20:20, 26:13, 103:12, 103:19, 103:21, 103:22, 104:3, 104:5, 104:8, 129:3, 152:4, 152:14</p> <p><b>officer</b> [1] - 5:17</p> <p><b>offs</b> [1] - 135:16</p> <p><b>old</b> [1] - 13:22</p> <p><b>OLGA</b> [2] - 157:5, 157:21</p> <p><b>Olga</b> [1] - 2:5</p> <p><b>Once</b> [4] - 31:9, 98:24, 106:3, 110:22</p> <p><b>once</b> [7] - 62:11, 98:18, 100:19, 107:24, 112:7, 130:18, 141:9</p> <p><b>One</b> [3] - 8:5, 38:24, 117:19</p> <p><b>one</b> [25] - 2:2, 8:25, 9:14, 14:21, 17:4, 38:24, 54:13, 62:17, 69:13, 76:11, 77:10, 77:11, 77:12, 91:8, 91:19, 97:22, 113:22, 115:25,</p>			

<p>123:7, 124:7, 130:15, 141:3, 142:17, 143:5, 146:22</p> <p><b>ones</b> [5] - 44:8, 44:14, 74:17, 74:21, 119:7</p> <p><b>onward</b> [1] - 66:12</p> <p><b>open</b> [5] - 42:18, 48:9, 89:6, 106:23, 136:25</p> <p><b>opened</b> [1] - 10:3</p> <p><b>opening</b> [1] - 134:12</p> <p><b>operate</b> [1] - 20:20</p> <p><b>operated</b> [4] - 15:22, 17:15, 18:2, 96:23</p> <p><b>operating</b> [8] - 17:10, 20:16, 20:23, 23:18, 23:24, 25:24, 106:24, 120:21</p> <p><b>operational</b> [2] - 32:22, 85:14</p> <p><b>Operations</b> [1] - 100:5</p> <p><b>operations</b> [3] - 15:17, 17:19, 24:2</p> <p><b>opposed</b> [1] - 97:9</p> <p><b>Order</b> [1] - 2:5</p> <p><b>order</b> [31] - 13:13, 27:7, 28:21, 28:25, 31:6, 31:11, 35:21, 39:13, 48:3, 48:5, 48:14, 53:16, 54:8, 54:11, 54:18, 83:19, 84:23, 85:15, 85:16, 89:7, 89:18, 89:19, 89:24, 90:13, 90:21, 107:5, 115:22, 116:7, 138:2, 138:3, 143:2</p> <p><b>ordered</b> [5] - 24:17, 29:8, 29:10, 31:12, 46:3</p> <p><b>orders</b> [34] - 16:10, 24:12, 24:25, 25:14, 25:16, 25:21, 26:10, 26:11, 27:18, 27:23, 29:5, 30:3, 43:18, 43:22, 45:23, 53:10, 53:20, 83:20, 83:24, 83:25, 84:16, 84:24, 86:4, 86:19, 86:20, 86:22, 86:23, 88:21, 113:9, 113:18, 114:8, 114:24, 115:19, 145:20</p> <p><b>ordinary</b> [5] - 73:19, 75:7, 76:3, 132:10, 132:12</p> <p><b>organizational</b> [1] - 35:7</p> <p><b>origin</b> [1] - 60:5</p> <p><b>original</b> [1] - 14:11</p> <p><b>OS</b> [1] - 147:22</p> <p><b>otherwise</b> [1] - 130:4</p> <p><b>out-of-pocket</b> [1] - 39:8</p> <p><b>outcome</b> [1] - 157:16</p> <p><b>outside</b> [2] - 48:4, 130:12</p> <p><b>outstanding</b> [1] - 39:17</p> <p><b>overleveraged</b> [1] - 43:5</p> <p><b>overnight</b> [2] - 41:19, 93:24</p> <p><b>overreacted</b> [1] - 147:13</p> <p><b>overreacting</b> [1] - 147:17</p> <p><b>overseas</b> [2] - 67:4, 91:11</p> <p><b>oversee</b> [1] - 72:21</p>	<p><b>owed</b> [1] - 39:17</p> <p><b>own</b> [1] - 91:9</p> <p><b>owned</b> [11] - 18:14, 18:15, 19:16, 20:18, 21:15, 23:19, 25:24, 34:8, 34:15, 109:7, 144:14</p> <p><b>owner</b> [4] - 13:12, 13:22, 35:17, 48:19</p> <p><b>owners</b> [3] - 15:18, 17:5, 17:8</p> <p><b>ownership</b> [18] - 9:8, 9:20, 10:2, 10:7, 10:25, 16:21, 16:24, 17:2, 22:18, 35:12, 35:14, 48:16, 99:10, 115:2, 115:9, 115:11, 123:18, 123:25</p> <p><b>owns</b> [1] - 16:25</p>	<p><b>parcel</b> [1] - 87:8</p> <p><b>Parkway</b> [1] - 6:13</p> <p><b>part</b> [7] - 53:13, 61:25, 63:24, 79:10, 87:8, 91:18, 146:21</p> <p><b>partial</b> [1] - 44:8</p> <p><b>partially</b> [1] - 50:14</p> <p><b>parties</b> [2] - 5:6, 157:14</p> <p><b>partner</b> [1] - 96:4</p> <p><b>Partners</b> [1] - 9:14</p> <p><b>partnership</b> [5] - 13:13, 14:5, 14:22, 103:4, 105:23</p> <p><b>party</b> [2] - 29:22, 31:7</p> <p><b>party's</b> [1] - 8:8</p> <p><b>passed</b> [1] - 74:15</p> <p><b>past</b> [1] - 33:10</p> <p><b>Past</b> [1] - 33:12</p> <p><b>pay</b> [11] - 31:2, 31:4, 38:19, 39:7, 41:13, 44:3, 48:24, 90:21, 92:18, 111:14, 148:7</p> <p><b>paying</b> [4] - 91:16, 105:13, 148:5, 148:8</p> <p><b>payment</b> [9] - 48:16, 48:21, 107:23, 108:5, 108:14, 108:23, 110:23, 111:6, 116:20</p> <p><b>payments</b> [2] - 44:8, 108:9</p> <p><b>PDF</b> [1] - 26:14</p> <p><b>peeling</b> [1] - 136:20</p> <p><b>pending</b> [1] - 7:13</p> <p><b>people</b> [21] - 19:9, 50:23, 75:15, 75:17, 83:7, 85:14, 85:16, 85:18, 97:24, 104:6, 123:12, 123:14, 123:17, 123:19, 124:3, 125:6, 125:10, 125:18, 144:14, 147:10</p> <p><b>per</b> [7] - 19:16, 57:20, 77:10, 77:12, 96:15, 97:21, 104:16</p> <p><b>percent</b> [13] - 9:10, 9:22, 9:23, 42:18, 42:21, 43:12, 66:13, 94:5, 111:24, 134:19, 134:20, 139:23, 141:3</p> <p><b>percentage</b> [7] - 22:9, 111:22, 134:9, 134:22, 135:12, 135:25, 145:14</p> <p><b>percentages</b> [1] - 99:15</p> <p><b>perfect</b> [1] - 76:2</p> <p><b>period</b> [7] - 21:3, 21:7, 83:14, 104:24, 119:17, 128:18, 131:12</p> <p><b>permissible</b> [1] - 92:5</p> <p><b>person</b> [5] - 50:2, 117:23, 123:8, 125:20, 139:13</p> <p><b>personal</b> [2] - 39:16, 40:14</p> <p><b>personally</b> [2] - 102:7, 102:8</p> <p><b>persons</b> [1] - 67:18</p> <p><b>perspective</b> [1] - 140:17</p>	<p><b>phone</b> [6] - 121:23, 122:6, 122:8, 122:10, 122:13, 127:6</p> <p><b>phones</b> [1] - 50:24</p> <p><b>phonetic</b> [2] - 9:14, 90:13</p> <p><b>photographs</b> [1] - 119:7</p> <p><b>photos</b> [1] - 121:20</p> <p><b>physical</b> [2] - 104:4, 104:7</p> <p><b>picked</b> [1] - 30:10</p> <p><b>picks</b> [1] - 30:19</p> <p><b>pickup</b> [1] - 31:12</p> <p><b>picture</b> [2] - 29:13, 127:2</p> <p><b>pictures</b> [1] - 128:9</p> <p><b>pieces</b> [3] - 69:5, 87:22, 87:23</p> <p><b>place</b> [3] - 17:21, 93:6, 136:22</p> <p><b>placed</b> [1] - 114:25</p> <p><b>plaintiff</b> [1] - 150:3</p> <p><b>Plaintiff</b> [2] - 1:15, 4:5</p> <p><b>plaintiffs</b> [1] - 6:17</p> <p><b>Plaintiffs</b> [1] - 1:6</p> <p><b>Plaintiffs'</b> [2] - 49:21, 63:9</p> <p><b>PLAINTIFFS'</b> [1] - 156:11</p> <p><b>plan</b> [1] - 129:8</p> <p><b>planned</b> [1] - 27:8</p> <p><b>pleaded</b> [1] - 126:16</p> <p><b>pleadings</b> [1] - 49:5</p> <p><b>plug</b> [1] - 127:16</p> <p><b>plus</b> [4] - 27:10, 43:12, 71:5, 75:22</p> <p><b>pocket</b> [1] - 39:8</p> <p><b>point</b> [35] - 11:25, 12:4, 21:2, 26:18, 27:22, 30:8, 32:5, 34:7, 34:23, 39:20, 43:7, 52:5, 61:21, 65:10, 68:10, 74:19, 75:9, 84:3, 84:9, 91:3, 109:4, 109:13, 109:20, 115:13, 116:19, 117:25, 122:21, 123:6, 123:8, 133:7, 137:22, 138:12, 139:25, 141:5, 145:23</p> <p><b>points</b> [1] - 95:13</p> <p><b>poll</b> [1] - 26:13</p> <p><b>polled</b> [1] - 44:22</p> <p><b>poor</b> [1] - 126:12</p> <p><b>populates</b> [1] - 52:20</p> <p><b>portion</b> [1] - 38:14</p> <p><b>POs</b> [2] - 48:8, 53:9</p> <p><b>position</b> [5] - 33:24, 34:24, 43:5, 114:22</p> <p><b>possible</b> [3] - 58:14, 58:16, 149:12</p> <p><b>Possibly</b> [1] - 106:20</p> <p><b>possibly</b> [1] - 97:18</p> <p><b>potential</b> [2] - 14:9, 103:3</p> <p><b>PP</b> [10] - 68:19, 68:22, 69:10, 73:16, 73:19, 73:22, 73:23, 75:5, 75:12, 75:24</p>
--	--	--	---

<p><b>PPs</b> [1] - 73:6  <b>pre</b> [4] - 112:7, 131:10, 139:5, 139:7  <b>pre-mark</b> [1] - 139:5  <b>pre-marked</b> [3] - 112:7, 131:10, 139:7  <b>premises</b> [3] - 83:2, 127:13, 127:15  <b>preproduction</b> [1] - 68:22  <b>present</b> [2] - 84:8, 85:17  <b>presently</b> [5] - 7:18, 9:8, 13:4, 20:15, 152:8  <b>pressured</b> [2] - 35:20, 35:21  <b>pretty</b> [2] - 94:20, 109:22  <b>prevent</b> [1] - 143:10  <b>previously</b> [1] - 107:16  <b>price</b> [10] - 80:8, 80:11, 80:13, 81:11, 87:17, 92:3, 141:5, 143:15, 146:12, 148:3  <b>primarily</b> [3] - 11:18, 19:19, 19:21  <b>primary</b> [3] - 12:13, 12:20, 12:21  <b>prime</b> [1] - 43:11  <b>principal</b> [2] - 17:20, 95:21  <b>probe</b> [1] - 37:14  <b>problem</b> [6] - 37:15, 94:8, 105:13, 111:19, 132:13, 132:15  <b>problems</b> [7] - 48:7, 119:15, 121:18, 128:7, 136:11, 136:13, 141:3  <b>proceed</b> [1] - 68:25  <b>process</b> [14] - 29:5, 29:13, 30:16, 68:10, 68:22, 71:22, 72:3, 72:11, 72:15, 73:10, 91:18, 116:19, 137:6, 137:14  <b>produce</b> [1] - 91:22  <b>produced</b> [3] - 69:5, 69:8, 76:21  <b>produces</b> [1] - 91:21  <b>producing</b> [2] - 30:25, 67:17  <b>product</b> [9] - 45:4, 66:3, 67:9, 67:12, 72:14, 72:22, 83:16, 90:12, 143:18  <b>production</b> [12] - 68:16, 68:25, 69:2, 69:6, 73:10, 73:13, 76:12, 77:15, 82:24, 102:5, 110:18, 131:25  <b>products</b> [10] - 19:11, 67:4, 67:5, 83:12, 88:25, 89:4, 89:5, 89:10, 118:19, 118:22  <b>profit</b> [10] - 81:2, 81:3, 86:2, 86:6, 86:21, 86:23, 86:25, 88:23, 94:10, 94:13  <b>profits</b> [1] - 93:21  <b>program</b> [6] - 27:8, 27:11, 79:11, 86:24, 87:3, 129:19</p>	<p><b>programs</b> [1] - 84:20  <b>projection</b> [3] - 84:20, 84:21, 87:6  <b>Prompt</b> [3] - 29:25, 30:4, 30:6  <b>pronouns</b> [2] - 25:17, 25:23  <b>properly</b> [3] - 84:24, 121:22, 127:22  <b>property</b> [2] - 18:25, 19:2  <b>proprietary</b> [1] - 19:14  <b>protected</b> [1] - 85:2  <b>protection</b> [1] - 86:3  <b>proto</b> [2] - 72:5, 74:2  <b>proto-sample</b> [2] - 72:5, 74:2  <b>prototype</b> [5] - 69:12, 71:14, 72:6, 73:5, 73:21  <b>prove</b> [1] - 78:22  <b>proven</b> [1] - 90:25  <b>provide</b> [3] - 26:20, 52:9, 132:16  <b>provided</b> [17] - 45:10, 47:12, 51:20, 52:10, 53:5, 54:6, 68:14, 68:23, 69:10, 71:15, 73:17, 75:11, 79:24, 85:21, 96:10, 118:23, 146:3  <b>providing</b> [3] - 64:3, 85:7, 85:11  <b>Public</b> [3] - 2:6, 6:4, 157:5  <b>PUBLIC</b> [1] - 155:18  <b>pull</b> [4] - 64:23, 69:4, 127:15, 146:3  <b>pulled</b> [3] - 8:8, 8:13, 58:22  <b>pulls</b> [1] - 91:25  <b>purchase</b> [50] - 14:14, 24:12, 24:25, 25:14, 25:16, 25:21, 26:9, 26:11, 27:10, 27:18, 27:23, 29:5, 30:3, 35:4, 36:4, 38:7, 43:18, 43:22, 45:22, 45:23, 48:3, 48:5, 48:14, 53:9, 53:16, 53:20, 54:8, 54:11, 54:18, 61:10, 61:15, 62:3, 66:25, 86:4, 86:20, 86:23, 89:6, 95:7, 95:12, 95:25, 99:16, 113:18, 114:7, 115:19, 115:22, 116:7, 133:8, 138:2, 138:3, 145:20  <b>purchased</b> [8] - 10:8, 34:25, 35:2, 36:9, 36:10, 80:15, 80:25, 137:10  <b>purchaser</b> [1] - 53:17  <b>purchases</b> [6] - 16:11, 35:11, 48:5, 98:9, 99:8, 123:10  <b>purchasing</b> [6] - 36:7, 36:22, 36:25, 37:19, 64:10, 66:22  <b>purposes</b> [2] - 31:4, 114:8  <b>pursuant</b> [2] - 2:4, 108:5</p>	<p><b>put</b> [14] - 62:5, 94:25, 95:21, 100:15, 106:22, 108:2, 116:22, 117:9, 118:20, 122:3, 132:23, 137:19, 141:22, 142:18  <b>putting</b> [4] - 50:17, 95:10, 98:18, 107:13</p> <p style="text-align: center;"><b>Q</b></p> <p><b>QC</b> [2] - 132:14, 140:14  <b>quality</b> [14] - 56:5, 61:9, 61:12, 73:12, 73:15, 74:7, 74:25, 75:5, 82:24, 83:7, 126:12, 127:9, 127:12, 127:19  <b>quantified</b> [3] - 45:8, 84:17, 94:7  <b>quantify</b> [2] - 46:24, 87:21  <b>quantity</b> [5] - 26:24, 44:19, 76:20, 135:17, 142:15  <b>quarter</b> [4] - 26:19, 26:25, 45:24, 118:24  <b>questions</b> [11] - 51:17, 61:24, 107:25, 112:11, 131:22, 139:9, 141:19, 142:19, 142:21, 143:3, 154:10  <b>quickly</b> [2] - 36:11, 138:17  <b>quite</b> [2] - 70:11, 76:14  <b>quote</b> [1] - 117:13  <b>quote/unquote</b> [1] - 15:24</p> <p style="text-align: center;"><b>R</b></p> <p><b>raise</b> [1] - 143:2  <b>raised</b> [1] - 61:21  <b>ran</b> [2] - 123:10, 124:7  <b>range</b> [1] - 139:20  <b>Raptis</b> [1] - 2:5  <b>RAPTIS</b> [2] - 157:5, 157:21  <b>rarely</b> [1] - 54:9  <b>rate</b> [1] - 43:9  <b>re</b> [1] - 95:8  <b>re-mark</b> [1] - 95:8  <b>reach</b> [2] - 27:13, 31:10  <b>read</b> [12] - 50:10, 50:11, 50:13, 61:11, 78:19, 82:15, 104:22, 108:13, 131:24, 138:19, 140:24, 141:12  <b>reading</b> [3] - 112:16, 138:17, 138:24  <b>real</b> [1] - 43:25  <b>Really</b> [1] - 151:10  <b>really</b> [24] - 10:3, 22:17, 25:6, 41:16, 47:16, 47:17, 48:14, 55:15, 56:5, 62:11, 65:8, 75:21, 76:12, 78:16,</p>	<p>97:11, 98:7, 98:8, 105:9, 114:18, 129:10, 132:12, 133:4, 136:8  <b>reason</b> [5] - 44:23, 50:9, 83:5, 99:5, 151:21  <b>reasons</b> [1] - 37:3  <b>receipt</b> [1] - 110:23  <b>receivable</b> [4] - 42:14, 42:19, 45:2, 85:16  <b>receive</b> [5] - 28:24, 75:14, 90:12, 111:25, 140:18  <b>received</b> [6] - 47:11, 54:21, 54:22, 71:25, 76:16, 87:18  <b>receiving</b> [3] - 76:8, 81:18, 139:16  <b>receptions</b> [1] - 52:19  <b>recess</b> [2] - 49:10, 107:11  <b>recollection</b> [3] - 15:10, 37:8, 112:14  <b>record</b> [7] - 6:9, 6:12, 15:5, 51:11, 63:13, 133:14, 157:11  <b>recoup</b> [1] - 92:24  <b>rectify</b> [1] - 122:22  <b>reduced</b> [2] - 48:23, 59:13  <b>reduction</b> [1] - 47:10  <b>reference</b> [18] - 55:17, 89:12, 90:15, 99:4, 103:18, 104:14, 104:15, 104:16, 107:22, 108:11, 110:3, 110:9, 110:25, 112:19, 112:24, 131:23, 146:19, 147:3  <b>referenced</b> [7] - 55:10, 81:15, 87:7, 87:9, 113:17, 140:10, 147:9  <b>references</b> [3] - 82:4, 93:10, 133:17  <b>referencing</b> [2] - 138:16, 138:18  <b>referring</b> [2] - 78:24, 139:19  <b>refers</b> [1] - 103:23  <b>refuse</b> [1] - 83:15  <b>refused</b> [2] - 82:18, 83:11  <b>regard</b> [2] - 105:3, 115:23  <b>regarding</b> [3] - 24:5, 32:16, 119:15  <b>regardless</b> [2] - 89:7, 92:19  <b>regular</b> [2] - 51:2, 80:8  <b>reinstated</b> [2] - 39:21, 39:25  <b>reject</b> [1] - 127:8  <b>related</b> [7] - 37:20, 40:25, 97:18, 108:7, 115:20, 157:14  <b>relating</b> [2] - 14:19, 99:7  <b>relationship</b> [11] - 23:3, 27:4, 30:21, 48:10, 79:7, 83:4, 83:6, 93:22, 98:10, 102:6, 109:25  <b>religious</b> [1] - 151:21  <b>relocating</b> [1] - 103:19</p>
---	---	---	--



<p><b>remain</b> [1] - 12:13</p> <p><b>remainder</b> [1] - 12:18</p> <p><b>remaining</b> [2] - 86:14, 87:20</p> <p><b>remark</b> [1] - 98:19</p> <p><b>remember</b> [23] - 62:9, 73:14, 75:4, 75:23, 81:18, 82:10, 82:11, 82:13, 94:9, 97:11, 105:7, 106:21, 108:21, 121:22, 121:24, 122:8, 122:9, 125:14, 130:5, 130:16, 130:17, 139:16, 139:25</p> <p><b>remittances</b> [1] - 85:22</p> <p><b>remove</b> [1] - 91:14</p> <p><b>removed</b> [1] - 41:7</p> <p><b>reopening</b> [1] - 136:6</p> <p><b>repackaging</b> [1] - 136:7</p> <p><b>rephrase</b> [1] - 7:7</p> <p><b>replace</b> [5] - 38:11, 39:8, 39:14, 89:24, 90:20</p> <p><b>replaced</b> [1] - 41:4</p> <p><b>replenishment</b> [8] - 27:8, 27:11, 79:11, 84:21, 86:3, 86:10, 86:24, 87:2</p> <p><b>reported</b> [2] - 15:18, 35:14</p> <p><b>Reporter</b> [1] - 2:5</p> <p><b>REPORTER</b> [1] - 6:7</p> <p><b>reporter</b> [3] - 6:23, 124:12, 124:15</p> <p><b>reporting</b> [2] - 35:12, 123:18</p> <p><b>reports</b> [1] - 140:14</p> <p><b>representative</b> [1] - 77:13</p> <p><b>representatives</b> [6] - 72:24, 72:25, 82:23, 103:24, 104:3, 127:12</p> <p><b>representing</b> [1] - 5:24</p> <p><b>request</b> [1] - 117:3</p> <p><b>requested</b> [3] - 27:23, 27:24, 28:7</p> <p><b>requirement</b> [2] - 57:11, 57:21</p> <p><b>resell</b> [1] - 135:13</p> <p><b>reserved</b> [1] - 5:12</p> <p><b>respective</b> [1] - 5:6</p> <p><b>responded</b> [2] - 142:23, 143:3</p> <p><b>response</b> [2] - 133:23, 143:4</p> <p><b>responsible</b> [2] - 30:25, 31:5</p> <p><b>result</b> [1] - 41:13</p> <p><b>resupply</b> [1] - 46:11</p> <p><b>retail</b> [3] - 80:18, 80:19, 81:11</p> <p><b>retailed</b> [1] - 80:21</p> <p><b>retailer</b> [1] - 19:13</p> <p><b>return</b> [17] - 42:25, 44:17, 44:24, 45:20, 134:18, 135:5,</p>	<p>141:20, 141:24, 142:14, 142:16, 143:11, 145:10, 145:16, 145:19, 145:21, 146:11</p> <p><b>returned</b> [19] - 44:10, 44:14, 44:20, 46:7, 46:15, 46:19, 47:6, 47:20, 59:11, 74:21, 79:5, 143:19, 143:24, 144:4, 144:6, 145:23, 145:25, 146:10, 147:15</p> <p><b>returns</b> [2] - 45:8, 45:15</p> <p><b>review</b> [3] - 75:8, 150:8, 150:11</p> <p><b>reviewing</b> [1] - 73:4</p> <p><b>reviews</b> [1] - 71:19</p> <p><b>RINGER</b> [6] - 1:9, 1:9, 158:2, 159:2, 160:2</p> <p><b>Ringer</b> [144] - 9:13, 10:7, 10:8, 10:10, 10:13, 10:21, 11:2, 11:13, 12:13, 12:19, 13:5, 13:9, 13:10, 13:12, 13:19, 13:23, 14:3, 14:4, 14:10, 14:19, 14:25, 15:3, 15:8, 15:15, 15:19, 15:23, 16:15, 17:24, 18:6, 18:22, 19:10, 20:21, 20:24, 21:10, 21:25, 25:20, 26:19, 26:23, 27:13, 27:15, 27:17, 28:24, 29:8, 29:11, 31:13, 31:19, 32:8, 33:17, 33:24, 34:9, 34:15, 34:21, 34:24, 35:17, 40:25, 41:12, 42:2, 44:3, 45:22, 46:19, 47:11, 48:5, 48:16, 48:19, 51:25, 52:8, 53:13, 62:12, 62:15, 62:20, 64:11, 64:15, 65:10, 66:16, 66:19, 67:7, 67:11, 67:18, 71:15, 71:20, 72:20, 75:11, 75:15, 76:5, 80:4, 81:2, 82:19, 83:12, 83:15, 84:15, 85:10, 85:13, 88:13, 89:7, 89:18, 89:20, 95:22, 96:11, 96:14, 96:18, 97:4, 97:8, 97:9, 97:14, 98:22, 100:2, 100:3, 101:7, 101:9, 103:22, 104:2, 105:23, 108:7, 108:14, 109:3, 109:5, 111:3, 111:14, 113:13, 113:24, 114:4, 114:14, 114:22, 115:7, 118:2, 120:6, 120:11, 120:14, 121:10, 121:17, 123:11, 123:20, 126:6, 126:8, 126:13, 127:7, 127:15, 128:6, 132:17, 133:8, 135:24, 140:17, 143:10, 144:6</p> <p><b>RJ</b> [4] - 9:15, 9:17, 9:21, 10:2</p> <p><b>role</b> [15] - 14:24, 15:2, 15:15, 63:23, 64:3, 66:16,</p>	<p>66:20, 73:4, 73:8, 85:7, 85:11, 95:23, 98:13, 106:13, 106:18</p> <p><b>roles</b> [1] - 125:12</p> <p><b>Ross</b> [6] - 12:21, 13:2, 13:6, 19:22, 19:24, 20:3</p> <p><b>round</b> [1] - 73:22</p> <p><b>row</b> [1] - 92:12</p> <p><b>royalties</b> [1] - 92:17</p> <p><b>RTV</b> [4] - 42:25, 44:16, 141:20, 142:10</p> <p><b>running</b> [3] - 15:9, 94:12, 105:3</p>	<p><b>se</b> [3] - 19:16, 96:15, 97:21, 97:23</p> <p><b>sealing</b> [1] - 5:7</p> <p><b>seams</b> [1] - 126:25</p> <p><b>Second</b> [4] - 49:19, 51:12, 156:12, 156:13</p> <p><b>second</b> [8] - 44:15, 49:5, 49:14, 50:18, 59:9, 62:17, 108:10, 131:23</p> <p><b>Seconded</b> [2] - 63:6, 63:14</p> <p><b>section</b> [3] - 99:5, 99:6, 99:7</p> <p><b>Section</b> [1] - 99:6</p> <p><b>see</b> [37] - 12:10, 26:7, 50:3, 50:19, 50:25, 51:8, 52:3, 52:25, 53:9, 56:7, 56:10, 56:15, 58:5, 99:8, 100:22, 102:2, 105:10, 108:16, 114:11, 116:4, 117:20, 117:23, 118:6, 118:8, 125:4, 128:13, 129:6, 133:22, 136:9, 138:11, 138:19, 146:25, 147:2, 149:15</p> <p><b>seeing</b> [5] - 62:8, 62:24, 95:18, 122:4, 130:5</p> <p><b>seem</b> [1] - 36:3</p> <p><b>segregated</b> [1] - 133:24</p> <p><b>sell</b> [9] - 67:6, 67:12, 67:22, 83:12, 83:15, 90:5, 91:9, 135:9, 135:16</p> <p><b>sell-offs</b> [1] - 135:16</p> <p><b>selling</b> [8] - 80:12, 90:6, 135:21, 143:16, 143:19, 144:2, 144:3, 147:23</p> <p><b>Selvo</b> [1] - 9:14</p> <p><b>Send</b> [1] - 149:24</p> <p><b>send</b> [7] - 68:4, 72:20, 76:5, 92:8, 150:12, 153:24</p> <p><b>sending</b> [2] - 91:4, 112:17</p> <p><b>sense</b> [2] - 15:12, 146:14</p> <p><b>sent</b> [14] - 24:6, 26:4, 29:15, 30:10, 48:22, 57:7, 68:9, 72:22, 73:9, 79:16, 128:9, 133:2, 144:18, 147:9</p> <p><b>separate</b> [4] - 19:17, 54:13, 62:4, 120:19</p> <p><b>served</b> [1] - 115:14</p> <p><b>server</b> [1] - 101:12</p> <p><b>set</b> [5] - 18:20, 19:9, 108:18, 120:18, 157:9</p> <p><b>seven</b> [1] - 112:8</p> <p><b>seven-page</b> [1] - 112:8</p> <p><b>seventy</b> [1] - 72:13</p> <p><b>seventy-five</b> [1] - 72:13</p> <p><b>sewed</b> [1] - 136:19</p> <p><b>sewing</b> [3] - 132:11, 136:15</p> <p><b>shall</b> [3] - 5:12, 5:22, 127:17</p> <p><b>share</b> [2] - 21:11, 21:21</p> <p><b>shares</b> [1] - 99:16</p> <p><b>shift</b> [1] - 117:11</p>
<b>S</b>			
<p><b>safe</b> [2] - 71:10, 152:6</p> <p><b>safely</b> [1] - 106:9</p> <p><b>sale</b> [2] - 38:3, 38:4</p> <p><b>sales</b> [18] - 10:12, 10:18, 10:20, 11:5, 11:9, 16:10, 35:11, 77:24, 78:12, 88:23, 92:14, 92:19, 92:24, 94:11, 98:5, 98:9, 123:10</p> <p><b>Sam's</b> [5] - 89:14, 89:15, 89:17, 90:8, 90:11</p> <p><b>sample</b> [21] - 68:22, 68:23, 69:2, 69:3, 69:12, 69:14, 72:5, 72:6, 73:5, 73:25, 74:2, 77:13, 110:5, 110:15, 118:10, 118:11, 118:12, 118:13, 118:14, 118:15</p> <p><b>samples</b> [22] - 68:9, 68:14, 68:20, 69:9, 69:20, 70:8, 71:15, 72:10, 72:21, 73:17, 73:21, 73:22, 74:18, 75:10, 76:5, 76:9, 76:11, 76:13, 77:7, 77:8, 110:16, 110:17</p> <p><b>sampling</b> [1] - 135:24</p> <p><b>sat</b> [4] - 45:7, 52:6, 54:25, 145:8</p> <p><b>satisfactory</b> [3] - 132:17, 140:20, 140:22</p> <p><b>satisfy</b> [1] - 116:7</p> <p><b>save</b> [1] - 139:5</p> <p><b>saw</b> [3] - 61:18, 147:21, 147:23</p> <p><b>scale</b> [3] - 72:16, 135:6, 136:6</p> <p><b>schedule</b> [1] - 31:11</p> <p><b>school</b> [2] - 33:20, 33:22</p> <p><b>scope</b> [5] - 43:13, 43:18, 43:23, 48:4, 142:18</p> <p><b>screen</b> [2] - 50:13, 82:16</p> <p><b>scroll</b> [5] - 109:9, 118:5, 121:19, 133:12, 133:22</p> <p><b>scrolling</b> [4] - 55:25, 56:2, 141:8, 141:10</p> <p><b>Scrolling</b> [1] - 56:9</p>			

<p><b>ship</b> [3] - 67:9, 86:20, 91:10  <b>shipment</b> [6] - 54:21, 54:24, 55:16, 56:24, 60:12, 86:22  <b>shipments</b> [3] - 54:12, 127:16, 127:21  <b>shipped</b> [10] - 29:20, 30:4, 30:9, 54:4, 54:11, 59:12, 127:8, 134:14, 138:18, 138:22  <b>shipper</b> [2] - 53:6, 55:15  <b>shipping</b> [1] - 84:12  <b>shirt</b> [1] - 57:16  <b>shoe</b> [1] - 57:8  <b>shopping</b> [1] - 70:14  <b>shortfall</b> [1] - 43:7  <b>shorts</b> [2] - 64:11, 70:23  <b>show</b> [1] - 95:16  <b>showed</b> [1] - 85:22  <b>Shume</b> [1] - 90:13  <b>side</b> [6] - 55:17, 67:16, 102:24, 103:9, 106:4, 124:8  <b>sign</b> [2] - 39:12, 63:19  <b>signed</b> [4] - 5:16, 5:19, 37:6, 96:6  <b>significant</b> [1] - 79:23  <b>signoff</b> [1] - 68:24  <b>signoffs</b> [1] - 82:25  <b>signs</b> [1] - 71:20  <b>Simchat</b> [1] - 151:7  <b>simpler</b> [1] - 16:13  <b>simply</b> [1] - 139:13  <b>single</b> [2] - 89:6, 136:6  <b>Sinosure</b> [9] - 112:24, 113:5, 113:10, 113:21, 113:22, 114:3, 115:25, 116:7  <b>SINOSURE</b> [1] - 112:25  <b>sister</b> [1] - 144:13  <b>sit</b> [1] - 153:10  <b>Sitting</b> [2] - 45:14, 88:5  <b>sitting</b> [3] - 28:3, 28:6, 47:18  <b>situation</b> [4] - 35:25, 122:23, 123:3, 140:4  <b>sixty</b> [1] - 72:11  <b>size</b> [1] - 57:19  <b>sizing</b> [1] - 69:15  <b>sliding</b> [1] - 72:16  <b>small</b> [9] - 9:3, 9:4, 34:14, 50:5, 50:11, 126:21, 142:8, 144:11, 145:14  <b>smaller</b> [3] - 50:8, 57:17, 100:19  <b>Society</b> [2] - 22:7, 22:9  <b>sold</b> [21] - 19:18, 20:4, 30:9, 31:9, 37:25, 47:6, 47:9, 48:22, 51:25, 74:22, 79:22, 80:2, 80:5, 80:16, 80:25, 81:6, 81:7, 81:12, 87:17, 128:5</p>	<p><b>someone</b> [8] - 42:5, 64:16, 71:19, 102:7, 106:19, 118:25, 120:25, 125:17  <b>Sometimes</b> [2] - 72:14, 73:25  <b>sometimes</b> [2] - 74:2, 108:2  <b>somewhere</b> [1] - 31:25  <b>son</b> [1] - 124:19  <b>Sorry</b> [2] - 29:17, 144:16  <b>sorry</b> [36] - 12:5, 25:17, 25:19, 25:22, 38:21, 40:9, 45:25, 57:25, 60:10, 60:23, 74:10, 78:17, 79:14, 81:22, 81:24, 84:5, 86:10, 86:11, 86:12, 86:18, 88:9, 88:10, 113:7, 123:15, 124:13, 124:18, 124:21, 128:12, 130:14, 140:25, 147:6  <b>sort</b> [13] - 12:10, 39:3, 61:22, 77:14, 77:21, 87:12, 93:13, 97:8, 97:25, 109:14, 115:5, 117:13, 133:6  <b>sound</b> [1] - 78:14  <b>sounds</b> [2] - 69:19, 98:5  <b>soup</b> [1] - 47:14  <b>sourcing</b> [1] - 102:5  <b>SOUTHERN</b> [1] - 1:3  <b>span</b> [1] - 109:24  <b>special</b> [1] - 119:19  <b>specialty</b> [1] - 142:8  <b>specific</b> [15] - 19:13, 27:14, 36:18, 48:13, 53:25, 54:7, 54:10, 55:11, 57:21, 62:25, 65:20, 68:7, 76:7, 78:17, 112:17  <b>specifically</b> [8] - 16:7, 20:9, 24:16, 43:17, 43:21, 95:23, 125:12, 129:21  <b>specifications</b> [1] - 69:16  <b>speculating</b> [1] - 94:2  <b>spell</b> [2] - 124:11, 124:14  <b>spoken</b> [5] - 33:9, 127:5, 129:16, 130:12, 135:4  <b>spot</b> [4] - 134:12, 136:4, 147:9, 147:12  <b>spread</b> [1] - 111:24  <b>square</b> [2] - 57:14  <b>stage</b> [8] - 73:19, 73:20, 73:24, 75:5, 75:12, 75:24, 76:4, 76:6  <b>standard</b> [8] - 67:15, 69:7, 74:8, 74:15, 81:13, 134:23, 135:7, 147:24  <b>standards</b> [2] - 135:18, 135:20  <b>standing</b> [1] - 102:6  <b>stands</b> [1] - 92:16  <b>star</b> [2] - 101:15, 106:4  <b>Star</b> [1] - 101:21  <b>start</b> [11] - 13:13, 31:20,</p>	<p>37:4, 68:25, 110:2, 117:12, 150:8, 152:5, 152:19, 152:22, 152:25  <b>started</b> [9] - 25:15, 27:21, 31:16, 37:12, 83:24, 83:25, 84:12, 134:11, 134:12  <b>starting</b> [3] - 25:20, 112:9, 153:12  <b>starts</b> [3] - 64:8, 107:2, 119:22  <b>State</b> [3] - 2:6, 6:5, 157:6  <b>state</b> [3] - 6:8, 6:11, 63:17  <b>statement</b> [1] - 56:15  <b>States</b> [5] - 31:3, 32:17, 32:20, 100:14, 130:16  <b>STATES</b> [1] - 1:2  <b>stating</b> [1] - 141:2  <b>status</b> [2] - 150:16, 150:20  <b>stayed</b> [1] - 151:12  <b>step</b> [2] - 69:15, 86:15  <b>steps</b> [2] - 68:21, 143:9  <b>steward</b> [1] - 104:3  <b>still</b> [23] - 12:22, 12:23, 18:15, 20:16, 20:18, 32:22, 35:5, 46:23, 55:25, 64:19, 88:5, 88:13, 90:25, 92:9, 92:20, 101:11, 102:21, 112:2, 133:14, 137:16, 140:21, 145:24, 148:25  <b>STIPULATED</b> [3] - 5:4, 5:10, 5:15  <b>stitches</b> [1] - 136:21  <b>stitching</b> [3] - 74:12, 75:3, 136:22  <b>stood</b> [1] - 100:12  <b>stopping</b> [1] - 146:20  <b>store</b> [6] - 58:6, 90:24, 127:23, 127:25, 128:4, 146:22  <b>Stores</b> [1] - 12:21  <b>stores</b> [12] - 13:3, 13:7, 19:5, 19:7, 19:22, 19:24, 20:3, 47:7, 135:17, 142:7, 146:20, 146:24  <b>strange</b> [1] - 8:15  <b>Street</b> [3] - 21:4, 21:8, 128:3  <b>Strike</b> [2] - 130:14  <b>structure</b> [1] - 23:19  <b>stuff</b> [1] - 154:11  <b>style</b> [5] - 76:21, 76:24, 134:6, 138:5, 143:5  <b>styles</b> [13] - 70:5, 70:8, 70:17, 70:20, 70:21, 70:23, 71:5, 71:11, 71:14, 73:16, 75:10, 76:20, 77:18  <b>Styles</b> [1] - 70:7  <b>styling</b> [1] - 68:24  <b>subcontract</b> [1] - 132:9  <b>subject</b> [1] - 91:13</p>	<p><b>submit</b> [1] - 69:6  <b>submitted</b> [1] - 52:12  <b>Subscribed</b> [1] - 155:14  <b>subsequent</b> [1] - 134:4  <b>subsequently</b> [1] - 46:22  <b>substandard</b> [2] - 78:22, 143:18  <b>successful</b> [1] - 147:21  <b>successor</b> [1] - 8:14  <b>sudden</b> [1] - 140:7  <b>suggest</b> [1] - 150:18  <b>Suite</b> [3] - 3:7, 3:16, 4:7  <b>supervise</b> [1] - 132:14  <b>supplied</b> [2] - 60:2, 88:3  <b>supplier</b> [12] - 26:15, 30:23, 53:6, 53:19, 54:6, 57:22, 67:12, 67:17, 69:3, 87:19, 90:21, 116:21  <b>supplier's</b> [1] - 54:22  <b>suppliers</b> [6] - 26:5, 67:4, 67:14, 88:20, 113:8, 118:17  <b>supplies</b> [1] - 72:18  <b>supply</b> [2] - 47:3, 73:12  <b>supposed</b> [7] - 14:24, 15:8, 59:23, 69:4, 77:14, 100:6, 127:19  <b>surcharge</b> [1] - 90:21  <b>surface</b> [1] - 149:14  <b>suspected</b> [1] - 8:13  <b>switched</b> [2] - 101:4, 119:2  <b>sworn</b> [5] - 5:17, 5:19, 6:4, 155:14, 157:9  <b>system</b> [3] - 26:12, 26:13, 52:20</p> <p style="text-align: center;"><b>T</b></p> <p><b>T-shirt</b> [1] - 57:16  <b>T.J</b> [68] - 11:19, 11:20, 11:24, 12:13, 19:11, 19:16, 19:25, 24:6, 26:20, 42:25, 44:10, 44:16, 44:25, 45:15, 46:6, 47:10, 48:23, 59:11, 64:9, 66:18, 67:23, 67:25, 74:22, 78:10, 78:16, 79:4, 79:12, 79:16, 80:20, 80:22, 81:7, 81:21, 81:25, 82:6, 83:11, 83:14, 83:19, 83:24, 84:11, 84:19, 85:21, 87:3, 88:20, 93:23, 94:12, 110:17, 111:16, 117:25, 118:23, 119:12, 119:15, 120:4, 120:5, 124:5, 126:13, 127:6, 128:2, 128:6, 134:18, 134:22, 135:5, 140:6, 142:2, 142:10, 143:23, 147:13, 148:4, 148:8  <b>tabs</b> [1] - 91:25  <b>Tahari</b> [6] - 65:13, 65:16,</p>
--	---	--	---

<p>84:2, 84:13, 110:10, 110:11  <b>TAHARI</b> [1] - 65:14  <b>tail</b> [1] - 118:18  <b>tail-end</b> [1] - 118:18  <b>tailed</b> [1] - 12:17  <b>Tamari</b> [2] - 65:9, 65:12  <b>team</b> [3] - 26:15, 98:15, 147:4  <b>tear</b> [1] - 140:9  <b>technically</b> [1] - 74:11  <b>TELECONFERENCE</b> [1] - 1:21  <b>ten</b> [1] - 130:25  <b>Tencel</b> [17] - 66:3, 66:6, 66:18, 67:7, 70:18, 70:22, 70:24, 77:3, 80:12, 83:21, 88:19, 89:3, 89:5, 89:10, 118:19, 118:22, 129:19  <b>TENCEL</b> [1] - 66:3  <b>term</b> [2] - 90:15, 99:8  <b>terms</b> [2] - 111:6, 135:16  <b>terrible</b> [3] - 152:10, 152:12, 152:24  <b>territory</b> [1] - 91:11  <b>testified</b> [8] - 6:6, 77:21, 78:5, 78:11, 87:12, 95:19, 126:2, 126:3  <b>testify</b> [3] - 7:20, 37:12, 42:6  <b>testifying</b> [1] - 5:25  <b>testimony</b> [3] - 42:7, 157:8, 157:11  <b>text</b> [1] - 144:18  <b>THE</b> [15] - 6:7, 7:4, 7:15, 28:12, 28:16, 41:9, 57:25, 58:4, 58:9, 60:10, 70:10, 88:2, 93:17, 144:21, 144:24  <b>themselves</b> [1] - 85:12  <b>theory</b> [1] - 68:3  <b>third</b> [3] - 8:8, 29:22, 31:7  <b>thirteen</b> [2] - 71:4, 71:6  <b>thirty</b> [1] - 48:11  <b>thousands</b> [2] - 145:12, 145:18  <b>thread</b> [1] - 140:10  <b>three</b> [10] - 9:11, 9:12, 33:12, 55:19, 60:6, 70:19, 75:22, 85:18, 142:20, 147:9  <b>throughout</b> [2] - 12:3, 12:14  <b>throw</b> [2] - 88:23, 92:20  <b>Thursday</b> [6] - 151:2, 152:3, 153:6, 153:18, 153:20, 155:3  <b>tickets</b> [1] - 92:4  <b>tight</b> [2] - 111:5, 112:20  <b>time-to-time</b> [2] - 142:6  <b>timeframe</b> [2] - 15:13, 118:23  <b>timely</b> [1] - 73:9</p>	<p><b>Tina</b> [1] - 119:12  <b>today</b> [8] - 6:19, 20:5, 28:3, 28:6, 45:14, 47:18, 88:5, 112:2  <b>Today</b> [1] - 20:25  <b>together</b> [8] - 27:9, 34:8, 85:3, 87:7, 89:17, 102:19, 102:22, 137:19  <b>ton</b> [3] - 126:23, 136:3, 149:4  <b>took</b> [6] - 39:18, 44:25, 94:10, 119:6, 128:9, 143:15  <b>top</b> [5] - 13:6, 49:16, 55:19, 69:2, 141:12  <b>TOP</b> [11] - 68:19, 69:2, 69:10, 73:22, 73:23, 76:4, 76:6, 76:9, 76:10, 77:7, 77:8  <b>TOPs</b> [1] - 73:5  <b>Torah</b> [1] - 151:7  <b>total</b> [15] - 10:20, 45:15, 45:21, 46:2, 46:7, 46:24, 51:24, 52:7, 56:17, 78:12, 79:4, 109:2, 145:11, 145:16, 146:10  <b>totality</b> [1] - 46:3  <b>touch</b> [1] - 95:21  <b>touched</b> [1] - 109:14  <b>toward</b> [1] - 137:13  <b>towards</b> [1] - 15:11  <b>track</b> [1] - 138:13  <b>trackable</b> [1] - 138:15  <b>tracking</b> [1] - 55:16  <b>Trade</b> [1] - 65:9  <b>trades</b> [1] - 142:8  <b>transacted</b> [1] - 105:9  <b>transcript</b> [1] - 157:10  <b>transitioned</b> [1] - 65:24  <b>travel</b> [1] - 131:2  <b>traveled</b> [1] - 106:9  <b>Tree</b> [4] - 32:21, 100:13, 104:25, 105:18  <b>trial</b> [1] - 5:13  <b>tricky</b> [2] - 139:13, 141:9  <b>tried</b> [1] - 52:6  <b>trip</b> [1] - 60:7  <b>trouble</b> [1] - 121:19  <b>trucking</b> [1] - 31:11  <b>true</b> [3] - 80:3, 130:13, 157:10  <b>truly</b> [1] - 17:25  <b>trusted</b> [1] - 127:18  <b>Truth</b> [1] - 106:20  <b>truth</b> [1] - 140:23  <b>try</b> [10] - 25:17, 93:2, 93:4, 113:8, 122:22, 123:2, 129:8, 143:10, 147:20, 150:19  <b>trying</b> [7] - 113:16, 122:24, 129:6, 132:23, 133:23, 139:12, 140:16</p>	<p><b>Tuesday</b> [5] - 150:17, 150:23, 151:4, 151:6, 151:16  <b>tunnel</b> [2] - 126:23, 140:10  <b>turn</b> [3] - 55:9, 60:24, 104:25  <b>two</b> [20] - 33:10, 38:23, 39:2, 46:17, 46:18, 49:7, 60:25, 61:2, 70:23, 72:24, 72:25, 82:22, 85:17, 95:24, 104:5, 122:14, 124:2, 125:10, 139:10, 147:10  <b>two-minute</b> [1] - 49:7  <b>TY</b> [2] - 118:10, 118:12  <b>type</b> [10] - 38:2, 53:22, 65:16, 65:20, 67:6, 67:20, 68:2, 68:6, 97:19, 132:23  <b>types</b> [4] - 27:14, 58:15, 68:20, 119:11  <b>Typical</b> [1] - 81:13  <b>typical</b> [3] - 60:7, 60:12, 98:12  <b>typically</b> [2] - 72:17, 80:15  <b>typo</b> [1] - 65:12</p>	<p>67:15, 71:8, 81:11, 90:5, 175  94:13, 96:4, 106:23, 108:18, 113:15, 114:5, 118:7, 120:18, 123:13, 132:24, 134:12, 134:23, 135:7, 136:25, 140:25, 146:5, 147:24, 152:7, 154:4  <b>upcharged</b> [2] - 89:14, 90:16  <b>upset</b> [1] - 93:5  <b>upward</b> [1] - 133:22  <b>US</b> [6] - 100:12, 105:2, 128:13, 128:15, 128:18, 131:6  <b>US-based</b> [1] - 105:2</p>
			<b>V</b>
			<p><b>vague</b> [1] - 93:13  <b>various</b> [1] - 44:8  <b>vendor</b> [9] - 44:17, 44:20, 60:2, 141:20, 141:24, 142:14, 143:11, 145:10, 145:21  <b>vendors</b> [1] - 142:4  <b>verbal</b> [1] - 6:24  <b>version</b> [1] - 61:9  <b>versus</b> [3] - 68:19, 87:17, 118:11  <b>vest</b> [1] - 148:6  <b>vests</b> [1] - 70:21  <b>via</b> [1] - 121:23  <b>VINCENT</b> [1] - 4:9  <b>Vintage</b> [4] - 9:15, 9:17, 9:21, 10:2  <b>virtually</b> [3] - 6:19, 50:2, 107:14</p>
			<b>W</b>
			<p><b>waived</b> [1] - 5:8  <b>Walden</b> [4] - 125:10, 125:13, 125:17, 126:7  <b>walk</b> [1] - 117:17  <b>walked</b> [1] - 149:17  <b>walking</b> [1] - 117:12  <b>Wang</b> [4] - 125:23, 126:4, 126:5, 129:16  <b>wants</b> [3] - 26:19, 66:18, 87:3  <b>warehouse</b> [12] - 29:22, 29:24, 31:8, 86:14, 90:24, 133:18, 144:7, 144:9, 144:10, 144:11, 144:12, 144:13  <b>wearing</b> [1] - 97:8  <b>Wednesday</b> [5] - 149:19, 149:22, 151:18, 151:19</p>

<p><b>week</b> [2] - 122:14, 154:4  <b>Weeks</b> [3] - 60:9, 60:16, 60:17  <b>weeks</b> [2] - 36:12, 60:14  <b>WEPRIN</b> [1] - 3:12  <b>Whereas</b> [1] - 42:24  <b>white</b> [1] - 72:9  <b>whole</b> [7] - 35:18, 49:2, 70:3, 70:25, 109:24, 109:25, 132:13  <b>wholesale</b> [9] - 9:18, 10:11, 17:14, 18:19, 23:23, 32:24, 42:11, 55:17, 81:7  <b>wholesaler</b> [1] - 53:18  <b>WHS</b> [1] - 133:17  <b>wider</b> [1] - 139:20  <b>wife</b> [1] - 9:23  <b>willing</b> [1] - 93:7  <b>wind</b> [1] - 39:7  <b>wise</b> [1] - 142:15  <b>wish</b> [1] - 101:22  <b>witness</b> [11] - 5:24, 6:3, 8:9, 95:2, 95:10, 98:18, 100:15, 107:14, 107:18, 116:22, 117:9  <b>WITNESS</b> [18] - 7:4, 7:15, 28:12, 28:16, 41:9, 57:25, 58:4, 58:9, 60:10, 70:10, 88:2, 93:17, 144:21, 144:24, 156:5, 158:4, 159:4, 160:4  <b>witness(es)</b> [1] - 157:8  <b>witness(es)</b> [1] - 157:12  <b>WIZENFELD</b> [1] - 4:10  <b>woman</b> [1] - 119:12  <b>women's</b> [2] - 53:24, 64:10  <b>WOOD</b> [1] - 4:4  <b>word</b> [1] - 134:16  <b>words</b> [12] - 29:6, 34:11, 50:4, 53:22, 58:13, 59:15, 69:19, 71:23, 75:9, 90:4, 97:6, 134:18  <b>workaround</b> [1] - 111:9  <b>works</b> [4] - 42:10, 75:12, 116:10, 120:11  <b>world</b> [1] - 136:23  <b>worse</b> [1] - 148:11  <b>worth</b> [3] - 65:5, 65:6, 133:2  <b>woven</b> [1] - 66:7  <b>written</b> [1] - 84:25</p>	<p>118:15, 119:3, 131:24  <b>year's</b> [1] - 118:13  <b>years</b> [7] - 33:10, 33:12, 75:23, 98:8, 109:22, 135:3, 142:20  <b>YORK</b> [3] - 1:3, 1:10, 1:10  <b>York</b> [19] - 2:7, 3:8, 3:17, 4:8, 6:5, 6:14, 21:4, 21:14, 21:24, 22:4, 22:19, 22:25, 23:9, 34:18, 101:12, 102:24, 102:25, 157:6  <b>yourself</b> [2] - 75:14, 78:19</p>
<b>Z</b>	<p><b>Zeitouni</b> [28] - 13:24, 14:6, 16:3, 18:14, 18:20, 20:18, 21:16, 32:11, 34:15, 35:21, 35:24, 36:7, 36:22, 37:24, 40:24, 41:7, 95:22, 97:7, 97:22, 102:11, 103:5, 104:24, 105:12, 109:11, 110:4, 122:9, 122:15, 124:10  <b>ZEITOUNI</b> [2] - 1:11, 124:16  <b>Zeitouni's</b> [2] - 39:9, 39:21  <b>Zhao</b> [52] - 13:12, 14:6, 14:9, 16:4, 27:13, 27:22, 28:21, 31:14, 31:20, 32:2, 32:9, 32:10, 32:13, 32:16, 33:2, 33:6, 82:25, 83:6, 95:6, 95:9, 95:21, 96:10, 98:21, 99:15, 100:11, 100:17, 102:7, 102:17, 103:4, 103:9, 104:12, 104:23, 107:17, 108:5, 110:4, 110:21, 112:8, 113:3, 115:2, 115:9, 115:11, 116:10, 116:24, 128:10, 128:12, 128:14, 128:17, 130:20, 131:9, 133:15, 139:7  <b>Zhao's</b> [5] - 25:21, 26:15, 30:22, 103:14, 131:10  <b>zipper</b> [2] - 91:25  <b>Zoey</b> [17] - 125:22, 125:23, 128:10, 129:16, 130:2, 130:11, 130:12, 131:16, 132:4, 132:22, 133:16, 133:25, 137:20, 139:22, 140:2, 142:23, 143:3  <b>Zoey's</b> [1] - 143:4  <b>ZOOM</b> [1] - 1:21</p>
<b>Y</b>	
<p><b>yarmulke</b> [2] - 151:15, 152:17  <b>year</b> [21] - 8:17, 10:4, 12:14, 12:18, 15:11, 31:23, 33:21, 35:14, 37:2, 37:4, 72:17, 85:2, 90:14, 97:13, 97:21, 109:25, 118:12, 118:14,</p>	